TOWN OF TEWKSBURY

DEPARTMENT OF PUBLIC WORKS

CONTRACT PW-26-17
ROADWAY RESURFACING
MARCH 5, 2026

JOHN CURRAN
TOWN MANAGER

KEVIN HARDIMAN
DIRECTOR OF PUBLIC WORKS

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TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

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TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
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Outline of Essential Contract Dates

Item	Date	Details
Plans/Specs Available	**3-5-2026 2:00PM**	Available Online at www.accentblueprints.com
Questions Submitted By	**3-10-2026 1:00PM**	Send to cmann@tewksbury-ma.gov
Question Responses By	**3-12-2026 1:00PM**	Available Online at www.accentblueprints.com
Bid Opening	**3-19-2026 1:00PM**	See Below*
Beginning of Work	**4-1-2026 (ESTIMATED)**	N/A
Conclusion of Work	**6-30-2026**	N/A
Liquidation Damages	**AFTER 6-30-2026**	**$500.00** per calendar day

*Bid Opening will be held at the Department of Public Works office, 999 Whipple Road, Tewksbury, MA 01876**.**

Working days are Monday through Friday from 7:00 AM to 3:30 PM. Any work outside of these hours must be pre-approved by Director of Public Works

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BIDDING AND CONTRACT REQUIREMENTS

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TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00020

INVITATION TO BID

Sealed Bids for **TOWN OF TEWKSBURY, MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS ROADWAY RESURFACING CONTRACT PW-26-17,** will be received by the Town of Tewksbury at the Department of Public Works office, 999 Whipple Road, Tewksbury, MA 01876, **until 1:00 p.m., on Thursday, March 19, 2026** at that time and place Bids will be publicly opened and read aloud. In the event the DPW offices are closed due to inclement weather, the bid opening will be postponed until the next day the DPW offices are open.

The total contract price of this contract shall consist of furnishing all labor, tools, equipment and materials necessary for the complete and satisfactory performance as determined in the sole discretion of the Town.

A MassDOT pre-qualification certificate of approval will be required to bid on the Contract. Contract Documents are available after **2:00 p.m.** local time on **Thursday, March 5, 2026** by going to www.accentblueprints.com and following the prompts to a free downloadable bid set. Contact Accent Printing at 978-362-8038 for distribution questions. No monetary deposit is required to obtain the documents. Contract Documents may also be examined, but not obtained, at the DPW office during the following hours: 7:00 a.m. – 3:00 p.m. Monday through Friday.

Each Bid shall be submitted in accordance with the Instructions to Bidders and shall be accompanied by a Bid Security in form of a certified check, cashier's check or security bond in the amount of 5 percent of the Bid.

This contract has been written in conformance with the **Massachusetts Department of Transportation (MassDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2025 Edition.** Additional supplemental specifications have been added where applicable and will govern in the contract.

Bidders may not withdraw their Bids for a period of 45 days, excluding Saturdays, Sundays and legal holidays, after the actual date of the opening of the Bids. Complete instructions for filing Bids are included in the Instructions to Bidders.

Minimum Wage Rates as determined by the Commissioner of the Department of Labor and Workforce Development under the provision of the M.G.L. c.149, §26 to 27D, as amended, apply to this project. It is the responsibility of the Contractor, before Bid Opening to request, if necessary, any additional information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under this Contract.

The Bidding and Award of this Contract will be pursuant to M.G.L. c. 30, § 39M. The Owner reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

MassDOT prequalification of contractors with the class of work as, Pavement - Surfacing, for the project with an estimated value of $1,133,139.00 will be required.

JOHN CURRAN
TOWN MANAGER
TEWKSBURY, MASSACHUSETTS

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00100
INSTRUCTIONS TO BIDDERS

Article 1. Acceptance or Rejection of Bids

Town of Tewksbury, Massachusetts acting through its Town Manager ("Owner"), reserves the right to reject any or all Bids and to accept any Bid in whole or in part which it considers to serve the best interest of the Owner.

Any Bid which is not according to the prescribed form, not properly signed, or otherwise contrary to instruction may be rejected by the Owner.

More than one Bid from the same Bidder whether or not the same or different names appear on the signature page shall not be considered. Reasonable proof, in the determination of the Owner that establishes that any Bidder has a financial interest in more than one Bid shall cause the rejection of said Bids made by such Bidder directly or indirectly.

Any or all Bids shall be rejected if there is reason for the Owner to believe that collusion may exist among the Bidders.

Article 2. Preparation of Bid

Each bid shall be submitted on the forms attached to these documents. The bid forms shall not be removed and submitted separately from the other documents. All blank spaces for bid prices must be filled in with the unit price for the item or the lump sum for which the bid form is made. Bidders must bid on each item including the supplemental section. All entries in the entire proposal must be made clearly, and prices must be written in both words and figures in the spaces provided. The Owner may consider a bid irregular and reject it if any of the Bid item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.

This contract shall be in conformance with the Massachusetts Department of Transportation (MassDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2025 Edition. Additional supplemental specifications have been added where applicable and will govern in the contract.

Article: 3 Mailing or Delivery of Bids

Bids which are mailed or delivered should be addressed to the Director of Public Works, 999 Whipple Road, Tewksbury, MA 01876.

Regardless of the cause of delay, no Bids which are received by the Owner after the terminal time recorded herein shall be given any consideration. The Bidder is responsible for filing the Bid before **1:00 a.m.** local time on **March 20, 2026 the terminal time.**

Article 4: Identification of Sealed Envelopes

Bids shall be placed in sealed envelopes that are marked appropriately on the outside with the name and address of the Bidder, the title of the Bid and the scheduled date for the opening of Bids. No responsibility will be attached to the Owner or its staff for the premature opening of Bids that are not properly identified. After the terminal time, Bids become the property of the Owner.

Article: 5 Bid Forms

Bids shall be submitted on appropriate forms prepared by the Owner in order to avoid errors, misconceptions or ambiguities.

Article: 6 Bid Prices

Bid quotations submitted on the Bid Form shall remain firm for a period of 45 days (Saturdays, Sundays, and legal holidays excluded) after the time set for the opening of Bids. A Bid Award will be made by the Owner within 45 days (Saturdays, Sundays, and legal holidays excluded) of the Bid opening. The Bid price shall represent full compensation for all labor, tools, equipment and materials associated with the Work.

Article: 7 Signatures on the Bid Forms

If a Bid is submitted by an individual, the full name and post office address of this person shall be designated.

If a Bid is submitted by a firm or partnership it shall be signed by a person having the legal authority to execute such a document on behalf of the Bidder. The person signing the Bid Form shall then indicate their title or position, in addition to the full name and address of the firm or partnership.

If a Bid is submitted by a corporation it shall state the name and title of the official or officials of the corporation by whom the Contract can be legally signed and be accompanied by a copy of the corporate vote granting said authority, certified by the clerk of said corporation.

Article: 8 Modification of Bid

No modification of any Bid will be considered by the Owner unless received by the Owner prior to the time established for the opening of Bids.

Article 9 Subletting of Award

No subletting of the Award, or assignment of moneys due or to become due, shall be made without written consent of the Owner.

Article: 10 Permits and Licenses

The successful Bidder shall secure, at Bidders own expense, all permits and licenses, pay all necessary charges and provide all notices that are due in connection with the work.

Article: 11 Liens Demands and Permit Fees

The successful Bidder shall indemnify, defend and save the Owner harmless from all liens, demands, or permit fees in any way associated with this project. The specified services shall be furnished free and unencumbered of any charge against them.

Article: 12 Description of Work

Each bidder shall carefully examine the information available to do the work and all conditions which may affect proper execution of the work. The purpose of this project is to provide the Owner with equipment, materials, and labor as detailed in these specifications in accordance with all applicable federal, state and local statutes, laws and regulations. No claims for additional costs will be allowed because of lack of knowledge of the existing conditions. The Bidder, through submission of its bid, acknowledges that the nature of the work may require several mobilizations in order to complete work during the course of the contract and on this basis, the cost inherent which such mobilizations has been included by the Bidder within its stipulated bids item unit prices. The Bidder also acknowledges that the Bid quantities are good faith estimates of the work anticipated to be performed during the contract period and the Bidder shall not be entitled to any additional compensation beyond the stipulated unit prices for the actual use during the contract period of more or less quantity as herein defined.

Article: 13 Payment and Performance Bond

A performance and payment bond in the sum of the total amount of the Contract by the successful bidder and an additional bond in equal amount covering the payment for all labor, equipment and materials used in the work will be required. These bonds must be provided by a surety company that is listed with the Commonwealth of Massachusetts Approved Surety List. These bonds will be required at the execution of the contract. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

Article: 14 Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal by-laws, and the rules and regulations of all authorities having jurisdiction over construction of the project and shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Article: 15 Withdrawal of Bids

A bidder may not withdraw its bid until after forty-five (45) consecutive calendar days after the actual date of opening of bids.

Upon proper written request and identification, bids may be withdrawn only as follows:

1. At any time prior to the designated time for the opening of bids.
2. Death or serious injury of a principal.
3. With the approval of the Town.

Article: 16 Execution of Contract

The bidder to whom the contract is awarded will be required to execute the contract and furnish the bonds duly executed with a satisfactory surety company within five (5) days, excluding Saturdays, Sundays, and legal holidays, of the date of the mailing of the notice to the bidder according to the address given by it, that the contract is ready for execution.

Article: 17 Obligation of Bidder

At the time of the opening of bids, each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the drawings (if applicable) and contract documents, including all referenced documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from the obligation in respect to its bid.

Article: 18 Omissions, Discrepancies, Interpretations and Addenda

Should a Bidder find discrepancies in, or omissions from the contract documents, or should a Bidder have questions as to the interpretation of the contract documents, the Bidder shall submit such in writing to the Project Manager, Christian Mann (cmann@tewksbury-ma.gov) by **1:00 PM on March 10, 2026**. Any interpretation will be posted to www.accentblueprints.com by **1:00 PM on March 12, 2026,** Signed copies of all addenda shall be included with the bid. Omission of the signed addendum may be cause for rejections of the bid.

Article: 19 Massachusetts Sales and Use Tax

Materials purchased for permanent installation in the work will be exempt from the Massachusetts Sales and Use tax. Each bidder shall take this exemption into account in calculating its bid for the work.

Article: 20 State Tax Affidavit

Prospective bidders are required to certify that all state tax returns have been filed and all state taxes have been paid in order to be eligible to enter into a contract with the Town on this project. The form in section 00300 is to be used for this purpose and is to be completed and returned as part of the bid.

Article: 21 Certificate of Non-Collusion

The Bidder certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Article: 22 An Act to Reduce Traffic Fatalities MassDOT

Prospective bidders are required to certify that all motor vehicles, trailers, semi-trailers or semi-trailer units classified as a class 3 or above by the Federal Highway Administration, with a gross vehicle weight of 10,001 pounds or more that is operated under this contract will comply with M.G.L. c. 90, § 7 as amended by Section 9 and 10 of Chapter 358 of the Acts of 2022.

Article: 23 Pre-qualifications

Bidders proposing to bid on any work to be awarded by a municipality under the provisions of M.G.L. c. 90, § 34, must be pre-qualified in accordance with 700 CMR 14.00 "Prequalification of Contractors".

Bidders may obtain plans and specifications but may not bid on the project without being listed in the official or waiver contractor lists issued by the MassDOT Prequalification Office. Any bid submitted by a Contractor who is not prequalified will be rejected.

Article: 24 Award of Contract

The Contact will be awarded to the lowest responsible and eligible bidder. Such a bidder shall possess the skill, ability and integrity necessary for the faithful performance of the work. The term "lowest responsible and eligible bidder" as used herein shall mean the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity to the faithful performance of the work.

In some bids packages, bids are solicited for a base bid and an alternative. If an alternative bid is published, it will be considered in this way. Upon evaluation of bids, the Town will decide whether to award a contract for the base bid or for total of the base and alternates. The contact will be awarded to the lowest responsible bidder as determined by the Owner.

The Owner reserves the right to reject any and all bids at its sole discretion for any reason whatsoever, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

Article: 25 Contractor's Guarantee

The Contractor guarantees that the work and services to be performed under the contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the specifications, and other contract documents, that the strength of all parts of all components and assemblies shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work.

If at any time within the said period of guarantee any part of the work requires repairing, correction or replacement, the Owner may notify the contractor in writing to make the required repairs, correction or replacements. If the contractor neglects to commence making such repairs, corrections or replacements to the satisfaction of the Owner within seven (7) days from the date of receipt of such notice or having commenced fails to execute such work with diligence, the Owner may employ other persons to make said repairs, correction or replacements, and charge the costs, including compensation for additional professional services, legal or otherwise to the contractor and/or its bonding agent.

Article: 26 Hold Harmless Clause

The Contractor shall indemnify, hold harmless and defend the Owner, its agents, employees, officers, engineers and volunteers from and against any and all liabilities, claims, penalties, fines, forfeitures, suits, administrative proceedings and the costs and expenses incident thereto (including costs, of defense, settlement, and reasonable attorney's fees) which may be alleged against the Owner, or which the Owner may incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of governmental laws, regulations or orders caused by or resulting from the negligent acts or omission of the Contractor or any officer, employee or agent of the Contractor, or from failure or inadequacy of any equipment or material of the Contractor.

Article: 27 Time of Completion

The Bidder must agree to commence work within the time specified in the contract documents, and to fully complete the project no later than **June 30, 2026**. See subsection 8.03, "Prosecution of Work" in Mass DOT Specifications for sequence of completion. Once the contractor mobilizes, they shall continuously perform the work under this contract at the direction of the Engineer until completed. Repeated stops in the progress of the work will not be allowed unless due to weather conditions or at the direction of the Engineer.

Article: 28 Liquidated Damages

Owner and contractor recognize that time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the contract time period as determined in the sole discretion of the Town. It is anticipated that the completion date shall be no later than **June 30, 2026**. In addition, specific items or portions of the work detailed within the Bid may require accelerated sequencing and other stipulated completion dates. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and contractor agree that as liquidated damages for delay (but not as a penalty) contractor shall pay Owner **$500.00 per day** for each calendar day of delay until the work is fully complete as determined by the Town and as required by the contract documents.

Article: 29 Safety and Health Regulations

a. This project is subject to all of the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments and to the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations" (Chapter 454 CMR 10.0 et. seq.) and MGL Chapter 30, Section 39S. Contractors shall be familiar with the requirements of these regulations and shall ensure that all requirements are complied with.

b. The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). The Contractor shall have a competent person or persons, as required under the Occupational Safety and Health Act, on the project site to inspect the Work and to supervise the conformance of the Work with the regulations of the Act.

c. The Contractor (1) shall be able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) shall ensure that all employees to be employed at the worksite will have successfully completed a course in construction safety and health, in accordance with the regulations of the United States Occupational Safety and Health Administration, that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

Article: 30 Minimum Wage Rates

Prevailing rates for wages for work performed under this Contract will be as predetermined by the Commissioner of Labor and Workforce Development is in accordance with the provisions of M.G.L c.149 §26 to 24D inclusive. A schedule of the prevailing wages is included in Minimum Wage Rates Section 00450. The successful Contractor must agree that it will fully pay prevailing wage rates and will provide the Town and/or the Commonwealth with any and all records (including payroll records) required or requested to demonstrate compliance with this provision.

Article: 31 Sub-bids

No sub-bids will be sought in connection with this Contract.

Article 32: Bidder Responsibility

Through submission of a bid, the Bidder attests, agrees and asserts to the following:

a. Each Bidder shall indicate that the Bidder has carefully examined the specifications and that the Bidder proposes and agrees to enter into a written contract with the Owner to provide this work in accordance with these Contract Documents.

b. The successful Bidder shall be responsible for the preparation and filing of any reports required by the local by-laws, and laws of the Commonwealth of Massachusetts and Federal Government.

c. Each Bidder must meet the following minimum criteria and must provide this information with its bid.

    i. The Bidder has not been cited by any city, town, the Commonwealth of Massachusetts or any Federal Agency during the past two years for violations related to occupational safety

and/or environmental pollution regulations and/or laws. If a Bidder has been cited for any violation, the Bidder must disclose it in its Bid the nature of the violations. The Town reserves the right to determine whether or not the Bidder shall be considered responsible or not based on the nature of the violation.

ii. Each Bidder shall submit a minimum of three references, with contact information, attached with the bid.

iii. Each Bidder must list any contract with any public entity that the Bidder did not complete for any reason.

iv. Each Bidder must list any contract that resulted in litigation between a public entity and the Bidder.

v. Failure to provide the information herein requested shall result in a Bidder being declared non-responsive.

Article: 33 Bid Evaluation Criteria

a. Does the Bidder meet the minimum specifications?

b. Is the Bid proposal responsive to the specification requirements?

c. Is the Bidder a responsible Bidder?

d. Does the Bidder provide the lowest price for the contract Bid on?

e. Does the Bidder provide a minimum of three (3) references and have a minimum of five (5) years of experience with similar projects?

Article: 34 Insurance and Bonds

The Contractor shall carry Workers' Compensation and Liability Insurance for work under this proposal and shall render an in-effect insurance certificate to the Owner that lists the Town and all of its employees and elected and appointed officials as additional insureds within ten (10) days of award letter. Insurance limits shall be in accordance with the requirements noted herewith.

Minimum Limits of Liability:

The following types of insurance shall be provided by the Contractor:

a. Comprehensive General and Public Liability Insurance in an amount not less than $1,000,000 per occurrence and in an amount not less than $3,000,000 aggregate.

b. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of $1,000,000 for any one person, $3,000,000 for any one accident.

c. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of $1,000,000 for any one accident, $3,000,000 aggregate.

d. Insurance to cover bodily injury and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in conjunction with the prosecution of the Work under this contract, in the amount required under b) and c) above.

e. Worker's Compensation and Employer's Liability as required by the General Laws of the Commonwealth of Massachusetts.

All policies shall be so written that the certificate holder, namely the Town of Tewksbury, 1009 Main Street, Tewksbury, MA 01876 is insured at no cost to the Town for the full amounts stated above.

The Contractor shall name the Town of Tewksbury and all of its employees and elected and appointed officials as additional insureds.

Article: 35 Extension of Contract

The Town reserves the right to extend this contract in 1 year increments for a period of up to two (2) years for the purpose of performing additional work of a similar nature to the work as originally bid at the contract unit prices.

If the Town exercises its option, the "successful Bidder's" unit prices shall remain the same throughout any extended contract.

Article: 36 Breach of Contract

Where the Contractor fails to provide the equipment, material, and labor as specified, the Owner reserves the right to terminate the Contract and enter into other agreements to complete the Contract, and the Owner shall nevertheless have the right to recover damages for breach of Contract and/or loss incurred, whether by suit on the Contract, by claim on the bond securing it or as otherwise available to the Town.

Article: 37 Protection of Town's Property

The Contractor shall maintain adequate protection of the Owner's property and that of its residents from any harm arising in connection with the services provided and shall pay or cause payment to be made for any such damages incurred.

Article: 38 Changes in the Project (Change Orders)

A. The Owner, without invalidating the Contract, may request Changes in the Work consisting of additions, deletions, or modifications. The Contract Sum and the Contract Time may be adjusted by an amount and duration that the Owner determines is consistent with these documents. The Contractor is then responsible for submitting a written Change Order (as found in Appendix A). The change order is then to be approved and signed by the Owner.

B. All such changes in the Work which may include additional quantities of items and/or additional new items shall be authorized by written Change Order (as found in Appendix A) from the Contractor signed by the Owner.

C. The Contract Sum and the Contract Time may be changed only by written Change Order (as found in Appendix A).

D. The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00300
BID FORM

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that all the Contract Documents dated **March 5, 2026** have been carefully examined; that the undersigned is fully informed in regard to all conditions pertaining to the Work, and from them the undersigned makes this Bid. These prices shall cover all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

The time period for holding Bids is forty-five (45) days, Saturdays, Sundays, and legal holidays excluded, after the opening of Bids.

Bids for this Contract are subject to the provisions of M.G.L. c. 30, §39M.

If a Notice of Award accompanied by at least five (5) unsigned copies of the Agreement and all other applicable Contract Documents is delivered to the undersigned within forty-five (45) days (excluding Saturdays, Sundays, and legal holidays) after the actual date of the opening of the Bids, the undersigned will within five (5) days, excluding Saturdays, Sundays, and legal holidays, after the date of receipt of such notification, execute and return all copies of the Agreement and all other applicable Contract Documents to Owner. The premiums for all Bonds and insurance required shall be paid by Contractor and shall be included in the Total Contract Price. The undersigned Bidder further agrees that the Bid Security accompanying this Bid shall become the property of the Owner if the Bidder fails to execute the Agreement as stated above.

The undersigned acknowledges receipt of addenda numbers _____ to _____, inclusive.

The total contract price includes, all labor, tools, equipment, and materials to provide all work associated with the Project as described within the bid specifications at various locations throughout the Town.

All quantities in the bid form below are undetermined. Assumed quantities are provided for bid comparison purposes only. All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern. Any interlineations, alteration, partial erasures or incomplete entries maybe deemed by the Town to be grounds for disqualification of the Bid and Bidder**.** The Owner may consider a bid irregular and reject it if any of the Bid item prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Owner. In the event of a discrepancy between the total of the items and the total stated, the total of the items shall govern.

In accordance with the above, the undersigned proposes to perform the Work, furnish all labor, tools, equipment, and materials, to complete the Work in its entirety in the manner and under the conditions required at the prices listed as follows:

BID FORM

Item	Estimated Quantities*	Item and Unit Price (Written in Words)	Unit Price ($)	Amount ($)
120.1	**100**	Unclassified Excavation at per CUBIC YARD		
120.12	**100**	Unclassified Excavation for Patching at per CUBIC YARD		
170	**6,900**	Fine Grading and Compacting at per SQUARE YARD		
220	**55**	Drainage Structure Adjust at per EACH		
220.2	**10**	Drainage Structure Rebuilt at per LINEAR FOOT		
220.5	**5**	Drainage Structure Remodeled at per EACH		
220.6	**10**	Sanitary Structure Rebuilt at per LINEAR FOOT		
220.7	**40**	Sanitary Structure Adjust at Per EACH		

220.8	**10**	Sanitary Structure Remodeled at per EACH		
221	**70**	Frame & Cover at per EACH		
222.3	**40**	Frame & Grate at per EACH		
357.06	**21**	6 Inch Gate Box at per EACH		
358	**21**	Gate Box Adjust at per EACH		
402	**50**	Dense Graded Crushed Stone for Sub-Base at per CUBIC YARD		
402.1	**50**	Dense Graded Crushed Stone for Shoulder and Blending at per CUBIC YARD		
403	**6,900**	Reclaimed Pavement for Base Course and/or Sub-Base at per SQUARE YARD		
415.2	**22,000**	Pavement Fine Milling at per SQUARE YARD		

415.3	**2,800**	Pavement Micro Milling at per SQUARE YARD		
440	**1,900**	Calcium Chloride for Dust Control at per GALLON		
450.23	**2,600**	Superpave Surface Course – 12.5 (SSC 12.5) at per TON		
450.32	**970**	Superpave Intermediate Course – 19.0 (SIC 19.0) at per TON		
450.52	**200**	Superpave Leveling Course – 9.5 (SLC 9.5) at per TON		
451	**200**	Hot Mix Asphalt for Patching at per TON		
470	**9,300**	Hot Mix Asphalt Berm at per LINEAR FOOT		
482.3	**1,100**	Sawcutting Asphalt Pavement at per LINEAR FOOT		
506	**50**	Granite Curbing Type VB - Straight at per LINEAR FOOT		

506.1	**50**	Granite Curbing Type VB - Curved at per LINEAR FOOT		
697.1	**40**	Silt Sack at Per EACH		
701.2	**5**	Cement Concrete Pedestrian Curb Ramp at Per SQUARE YARD		
702	**200**	Hot Mix Asphalt Sidewalk or Driveway at per TON		
715.1	**10**	Mailbox Remove and Reset at Per EACH		
751	**70**	Loam for Roadsides at per CUBIC YARD		
765.01	**600**	Hydroseeding at per CUBIC YARD		
767.121	**3,100**	Sediment Control Barrier at per LINEAR FOOT		
854.036	**200**	Temporary Pavement Markings - 6 Inch (Tape) at per LINEAR FOOT		

860.104	**2,100**	4 Inch Reflectorized White Line (Painted) at per LINEAR FOOT		
860.112	**300**	12 Inch Reflectorized White Line (Painted) at per LINEAR FOOT		
861.104	**2,100**	4 Inch Reflectorized Yellow Line (Painted) at per LINEAR FOOT		
864.04	**500**	Pavement Arrows and Legends Reflectorized White (Thermoplastic) at per SQUARE FOOT		
999.1	**900**	Special Duty Police at ***Seventy and 00/100 dollars*** per HOUR	$70.00	**$63,000.00**

All quantities are indeterminate assumed for bid comparison only.

TOTAL BID PRICE (Total all sheets) _____

TOTAL BID PRICE (in Numbers) $_____

TOTAL BID PRICE (in Words) $_____

***Basis of Award**
All quantities are estimated and are provided for bid comparison only. Final quantities will be determined by the Engineer. The Owner does not guarantee a specific quantity to be purchased, or item to be used.

A Performance Bond in the amount of 100% of the Total Contract Price shall be provided by the Contractor.

A Payment Bond in the amount of 100% of the Total Contract Price shall be provided by the Contractor.

Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern.

The above prices shall include all equipment, materials, and labor, required to complete the Work. Contractor shall list the intended Sub-contractors to be used throughout the project: *

_____	_____	_____ %
(Legal Company Name)	(Scope of Work)	(Approximate % of Contract)
_____	_____	_____ %
(Legal Company Name)	(Scope of Work)	(Approximate % of Contract)
_____	_____	_____ %
(Legal Company Name)	(Scope of Work)	(Approximate % of Contract)
_____	_____	_____ %
(Legal Company Name)	(Scope of Work)	(Approximate % of Contract)

**The Town of Tewksbury reserves the right to accept or reject any sub-contractor from working on the project. All sub-contractors shall be approved by the Town before they will be permitted to work on the project. The Town may request sub-contractor credentials. Percentages shown above shall be based upon approximate dollar values in relation to Total Bid.*

The names and residences of all persons and parties interested in the foregoing Bid as principals are as follows (give first and last names in full):

_____

_____

Statement of Tax Compliance

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that the undersigned Contractor, to my best knowledge and belief, has filed all state tax returns; has complied with all Massachusetts laws relating to taxes, reporting of employees and contractors, withholding and remitting child support, and paid all state taxes required under law.

Initial _____, Date _____

Statement of Non-Collusion

The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. "Person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity which sells materials, equipment or supplies used in or for, or engages in the performance of, the same or similar construction, reconstruction, installation, demolition, maintenance or repair work or any part thereof.

Initial _____, Date _____

Statement of Eligibility

The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of M.G.L. c. 29, § 29F, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or requisition promulgated thereunder.

Initial _____, Date _____

Statement of An Act to Reduce Traffic Fatalities

Pursuant to Sections 9 and 10 of Chapter 358 of the Acts of 2022 ("Act") and M.G.L. c. 90 § 7, I certify under the penalties of perjury that the undersigned Contractor and any Subcontractors and vendors to be utilized under this Contract, will comply the requirements of the Act and all Massachusetts laws related to motor vehicles, trailers, semi-trailers, or semi-trailer units classified as Class 3 or above by the Federal Highway Administration, with a gross vehicle weight rating of 10,001 pounds or more, being equipped with Lateral Protective Devices, Convex Mirrors, Crossover Mirrors, and Backup Cameras as defined therein. Additionally, I certify that these vehicles do not contain aftermarket modifications or accessories such as bug deflectors, chrome visors, and bull bars as defined therein. I certify that the operator of the vehicles are trained in the operation and use of the lateral protective devices, convex mirrors, crossover mirrors, and backup cameras.

Initial _____, Date _____

By executing this Bid Form, the undersigned agrees to perform all work previously mentioned and will not deviate from the specified scope unless otherwise submitted in writing prior to the submittal of this Bid. The undersigned shall be familiar with the sample contract, all associated regulations and requirements stated within the agreement and be willing to execute the agreement in a timely manner if the Contract is awarded to the undersigned.

_____ _____

Social Security Number or
Federal Identification Number

Signature of Individual or
Corporate Name*

Corporate Seal

By: _____
Corporate Officer (if applicable)

Notice of acceptance should be mailed, faxed, or delivered to the following:

_____
(Name)

By:

_____
(Title)

_____
(Business Address)

_____
(City and State)

Date _____

*Note: If the Bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses, if different from business address.

REFERENCES

The undersigned offers the following information as evidence of qualifications to perform the Work as Bid upon according to all the requirements of the Contract Documents.

1. Have been in business under present name for _____ years.

2. The Bidder is required to state below the names of at least five (5) public agencies within fifty (50) miles of Tewksbury where similar Work has been completed (add supplementary page if necessary).

NAME	***ADDRESS***	***CONTACT***	***PHONE#***
1.			
2.			
3.			
4.			
5.			

_____	_____	_____
Signature	Title	Date
_____	_____	_____
Name	Company	Phone

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00400
LOCATION AND SCOPE OF WORK

1. Location of Project

The work will consist of furnishing all necessary labor, materials, and equipment to complete roadway resurfacing which includes but is not limited to HMA leveling, patching and paving of roadways, driveway aprons and sidewalks, adjusting and/rebuilding sewer and drainage structures, adjusting valve boxes, pavement reclamation, milling, excavation, backfill, grading, HMA berm, and line painting on the following various roads. (Funding Allowed)

Roads to Be Resurfaced

Name	From	To	Treatment
Longmeadow Road	Andover Street	To End	RECLAIM AND 4" PAVE
Pinewood Road	Livingston Street	Main Street	RECLAIM AND 4" PAVE
Grove Street	County Road	Cul-de-sac	1.5" MILL AND OVERLAY
Pomfret Street	Pringle Street	Cul-de-sac	1.5" MILL AND OVERLAY
Germano Drive	North Street	Cul-de-sac	1.5" MILL AND OVERLAY
Waterford Meadow Drive	Andover Street	Cul-de-sac	1.5" MILL AND OVERLAY
Green Meadow Drive	Andover Street	Cul-de-sac	1.5" MILL AND OVERLAY
South Street	Bridge Street	Poplar Drive	MICROMILL AND 1'' OVERLAY

(See Appendix C for Locus Maps)

2. Scope of Work

The work includes but is not limited to HMA leveling, patching and paving of roadways, driveway aprons and sidewalks, adjusting and/rebuilding sewer and drainage structures, adjusting valve boxes, pavement reclamation, milling, excavation, backfill, grading, HMA berm, line painting at various road locations and all incidental work necessary to complete the work.

- On roads that have been determined to be Reclaimed and Paved, the thickness of Binder Course, which is listed under Item Superpave Intermediate Course - 19.0 (SIC19.0), will be 2.5 inches. The thickness of Top Course which is listed under Superpave Surface Course - 12.5 (SSC 12.5), will be 1.5 inches.
- On roads that have been determined to be Milled and Overlayed, the thickness of Top Course, which is listed under Superpave Surface Course - 12.5 (SSC 12.5), will be 1.5 inches except where noted below.
- On South Street, the road between Bridge Street and Poplar Drive has been determined to be Micro Milled and Overlayed. The thickness of Top Course, which is listed under Superpave Surface Course - 12.5 (SSC 12.5), will be 1.0 inches.

All work under this Contract shall be done in conformance with the *Commonwealth of Massachusetts Standard Specifications for Highways and Bridges* 2025 Edition, the *2017 Construction Standard Details,* the *1990 Standard Drawings for Signs and Supports*; the *1996 Construction and Traffic Standard Details* (as relates to the Pavement Markings details only); the *11th Edition of the Manual on Uniform Traffic Control Devices (MUTCD) dated December 2023* with *Massachusetts Amendments* and the *Standard Municipal Traffic Code*; the *1968 Standard Drawings for Traffic Signals and Highway Lighting*; the latest edition of *American Standard for Nursery Stock*; the Plans and the SPECIAL PROVISIONS as outlined in Section 00800;

3. Reduction in Scope of Work

The Owner reserves the right to decrease the scope of the work to be done under this Contract and to omit any work in order to bring the cost within available funds. To this end, the Owner reserves the right to reduce the quantity of any items or omit all of any as set forth in the BID, either prior to executing the Contract or at any time during the progress of the Work. The Owner further reserves the right, at any time during the progress of the Work, to restore all or part of any items previously omitted or reduced. Exercise by the Owner of the above rights shall not constitute any ground or basis of claim for damages or for anticipated profits on the work omitted.

4. Materials

All materials used on this project shall be new and manufactured in the United States of America. All materials shall meet the requirements of the relevant sections of the *Commonwealth of Massachusetts Standard Specifications for Highways and Bridges, 2025 Edition, Division III: Materials Specifications* except where noted otherwise.

End of Section

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00450
MINIMUM WAGE RATES

A schedule of minimum wage rates excerpted from that for "Mechanics, Apprentices, Teamsters, Chauffeurs, and Laborers" issued for this work by the Commissioner of Labor and Industries of Massachusetts, in accordance with M.G.L c.149 §26-27D is included at the back of this section.

MASSACHUSETTS WAGE RATE CERTIFICATION

TO: Town of Tewksbury
999 Whipple Road
Tewksbury, Massachusetts 01876

RE: Contract Title: ROADWAY RESURFACING
Number: CONTRACT PW-26-17
Contract Date: _____ 2026
Location: Tewksbury, Massachusetts

I, _____ of CONTRACTOR do state:

That I pay or supervise the payment of the persons employed by CONTRACTOR on the above Contract and that all mechanics and apprentices, teamsters, chauffeurs and laborer employed on said project have been paid in accordance with wages determined under the provisions of M.G.L c.149 §26-27D inclusive.

Signed under the penalties of perjury _____, 2026.

_____
(Contractor Name)

_____
(Address)

_____
(City/Town, State, Zip)

_____
(Signature of Authorized Representative)

_____
(Typed Name & Title of Authorized Representative)

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00500
AGREEMENT

This AGREEMENT made as of the _____day of April 2026, between the Town of Tewksbury, a Massachusetts Municipal Corporation with offices at 1009 Main Street, Tewksbury MA, acting through its Town Manager ("Owner") and P.J. Keating Company corporate with legal address and principal place of business at 998 Reservoir Road, Lunenburg, MA 01462 (Contractor). Owner and Contractor for mutual consideration, agree as follows:

ARTICLE 1. WORK

1.1 Contractor shall perform the Work as specified or indicated in the Contract Documents.

ARTICLE 2. ENGINEER

2.1 The Department of Public Works ('DPW') will act as Engineer, through the Director of Public Works and/or its designee, in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

3.1 The Contract Time is between the periods from **April 1, 2026** to **June 30, 2026**

ARTICLE 4. CONTRACT PRICE

4.1 Owner will pay Contractor for performance of the Work in accordance with the Contract Documents in current funds at the price agreed upon in the Contractor's Bid Sheet attached to this Agreement.

ARTICLE 5. APPLICATIONS FOR PAYMENT

5.1 Contractor shall submit Applications for Payment, as established on the Bid Sheet, will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price work will be based on the number of units completed. Owner will make progress and final payments as provided in General Conditions and in accordance with M.G.L c.45, §39G.

ARTICLE 6. LIQUIDATED DAMAGES

6.1 Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time specified in Article 3 above or as otherwise defined in Contract Documents for specific portions of work. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **$500.00 per day** for each calendar day of delay until the Work is complete.

ARTICLE 7. ASSURANCE

7.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and local, state and federal laws, bylaws, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 Contractor has given Engineer written notice of any conflict, error or discrepancy that Contractor has discovered in the Contract Documents and the written resolution by Engineer is acceptable to Contractor.

7.3 Contractor agrees that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

ARTICLE 8. CONTRACT DOCUMENTS

8.1 The Contract Documents which comprise the Contract between Owner and Contractor are attached and consist of the following:

8.1.1 Invitation to Bid

8.1.2 Instructions to Bidders

8.1.3 Bid Sheets (as completed by Bidder and including any support documentation, clarifications or modifications submitted at the time of Bid)

8.1.4 This Agreement

8.1.5 Performance Bond, EJCDC Document 1910-28-A, 1996 edition, Payment Bond, EJCDC Document 1910-28-B, 1996 edition, and other required Bonds

8.1.6 General Conditions

8.1.7 Prevailing Wage Rates (Appendix F)

8.1.8 Section 00800 – Special Provisions included with the Bid Documents

8.1.9 Appendix A, B, C, D, and E included with the Bid Documents

8.1.10 Addenda numbers _____ to _____, inclusive

8.1.11 Any written clarifications, modification, or the like, included as attachments and including Change Orders, delivered after execution of Agreement and as subsequently incorporated into this Agreement

ARTICLE 9. MISCELLANEOUS

9.1 Neither Owner nor Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part any interest under any of the Contract Documents; and, specifically but without limitation, Contractor shall not assign any monies due or to become due without the prior written consent of Owner. In case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the Work called for in this Contract.

9.2. Owner and Contractor each binds itself and its successors, in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.3 The Contract Documents constitute the entire agreement between Owner and Contractor and may only be altered, amended or repealed by a written Modification signed by each party.

This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and any suit shall be filed in Middlesex County.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in sextuple. Three copies have been delivered to Owner, two copies to the Engineer and one copy to the Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

OWNER	CONTRACTOR
Town of Tewksbury, Massachusetts	
BY _____	BY _____
John Curran, Town Manager	
	_____
	Print name and Title
	(CORPORATE SEAL)
Attest_____	Attest_____
Address for giving notices	Address for giving notices
1009 Main Street	_____
Tewksbury, MA 01876	_____

As required by M.G.L. c. 44, § 3lC, this is to certify that the Town of Tewksbury, Massachusetts, has an appropriation which is adequate to cover the cost of this contract.

Signed_____

Title _____, Town Accountant Date _____

Approved as to form only:

_____ Date _____

Kevin P. Feeley, Esq.
Town Counsel

Note: If CONTRACTOR is a corporation, an affidavit giving the principal the right to sign the Agreement must accompany the executed Agreement.

CERTIFICATE OF VOTE
(Corporations Only)

At an authorized meeting of the Board of Directors of the _____
Name of corporation

_____ held on _____it was VOTED, That
Date

_____ _____
Name Officer

of this company, is authorized to execute contracts and bonds in the name and on behalf of said company, and such execution of any contract or obligation in this company's name on its behalf by such officer under seal of the company, shall be valid and binding upon this company.

I certify that I am the clerk of the above named corporation and that

_____ is the elected officer as above of said company, and that the above vote has not been amended or rescinded and remains in full force as of the date of this contract.

_____ _____
Date Clerk

Corporate Seal

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00610
PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

CONTRACT
Date:
Amount:
Description (Name and Location):
Contract PW-26-17 Roadway Resurfacing

BOND

OWNER (Name and Address):

Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	

(Attach Power of Attorney) (Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4 . 4 and the OWNER refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied not waived, to pay the CONTRACTOR as required by the Contractor or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00620
PAYMENT BOND

Any singular reference to Contractor, Surety, Owner of other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):
Contract PW-26-17 Roadway Resurfacing

BOND
Date (Not earlier than Contract Date): Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	

(Attach Power of Attorney) (Space is provided below for signatures of additional required.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	(Corp. Seal)	Company:	(Corp. Seal)
Signature:		Signature:	
Name and Title:		Name and Title:	

EJCDC No. 1910-28-B (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond o shall permit a copy to me made.

15. DEFINITIONS.

15.1. Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3. OWNER Default: Failure of the OWNER, which has neither been remedied not waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY---Name, Address and Telephone)
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00700
GENERAL CONDITIONS

1.01 LABOR AND HOURS OF WORK

Contractor shall employ only competent persons to do the Work and whenever Owner shall notify Contractor, in writing, that any person on the Work appears to be incompetent, disorderly, or otherwise unsatisfactory, such person shall be removed from the Work and shall not again be employed on it except with the consent of the Owner.

Contractor shall provide suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order, while performing any Work.

Except as otherwise required for the safety or protection of persons or the Work or property adjacent thereto, and except as otherwise stated in the Contract Documents, all Work shall be performed during normal hours of operation of the DPW. No work shall be performed earlier than 7:00 A.M. or later than 3:30 P.M., Monday through Friday, unless said work is deemed to be an emergency and written consent has been given by the Engineer. Contractor will not be permitted to perform Work on a Saturday, Sunday, or any legal holiday without a written approval by the Engineer.

1.02 MINIMUM WAGE RATES

Wages paid on the work must conform with the minimum rate of wages as established by the Commissioner of Labor and Workforce Development, Division of Occupational Safety under the provisions of M.G.L. c. 149, §§ 26-27, and as indicated herein. Wage Rates are attached as part of the General Conditions.

In accordance with M.G.L. c. 149, § 27B, a true and accurate record must be kept of all persons employed on the Public Works project for which the enclosed rates have been provided.

M.G.L. c. 149, § 27B includes the following requirements:

A. Employers (Contractors and Sub-contractors) shall submit weekly payroll records to the awarding authority for all employees who have worked on this project. Such records should be submitted with each invoice presented for payment.

B. Responsibility for investigating and enforcing the prevailing wage law is with the office of the Massachusetts Attorney General.

1.03 PRICE ADJUSTMENT FOR HOT MIX ASPHALT MIXTURES

This provision applies to all hot mix asphalt mixtures containing liquid asphalt.

The Base Price of Liquid Asphalt on the project will be a fixed price and shall be the stipulated Massachusetts Department of Transportation (MassDOT) period price for **March 2026** per Ton (which includes State Tax) less the State Sales Tax.

The price adjustment will be based on the variance in price for the Liquid Asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges.

The Period Price of liquid asphalt for each monthly period will be determined by the Massachusetts Department of Transportation – Highway Division using the average selling price. This Period Price will be posted on MassDOT's website (https://www.mass.gov/info-details/massdot-current-contract-price-adjustments).

The Contract Price of the Hot Mix Asphalt Mixture will be paid under the respective item in the contract. The price adjustment, as herein provided, upward and downward, will be made as work is performed, using the most recent previous price adjustment Item until the applicable Period Price is established.

The asphalt content percentage to be used to calculate price adjustments for Hot Mix Asphalt Mixtures shall be 5.5 percent by weight, regardless of percentages established by the Job Mix Formula as described in the Massachusetts Department of Transportation (MassDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2025 Edition.

The Price Adjustment will be processed for review and approval as a Change Order based upon the criteria listed herein. It will be determined by multiplying the number of tons of Hot Mix Asphalt placed by asphalt content percentage, times the variance in price between Base Price and Period Price of asphalt.

The Price Adjustment will be paid only if the variance from the Base Price is five (5) percent or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the five (5) percent from either upward or downward adjustments.

No price adjustment will be allowed beyond the completion date of the contract, unless there is an approved extension of time by the Owner.

1.04 ADDITIONAL CONDITIONS

The Owner reserves the right to stop work if said work is found to be unsatisfactory or if materials or methods used relative to the Contract Documents do not meet the specifications.

Contractor shall coordinate scheduling with Owner to provide the least disruption to the Town and to progress the work in a timely fashion. Proposed schedules shall be submitted to the Engineer for prior approval.

The Owner reserves the right, in its absolute and sole discretion, to waive any informality in or to reject any or all Bids if deemed to be in its best interest.

All questions by prospective Bidders as to the interpretation of the Contract Documents must be submitted in writing to Christian Mann, Project Manager, Department of Public Works, 999 Whipple Road, Tewksbury, MA 01876 or by email to cmann@tewksbury-ma.gov by the date given in the Outline of Essential Contract Dates.

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY
PREVAILING WAGE PROGRAM
www.mass.gov/dos/pw

The Massachusetts Prevailing Wage Law
M.G.L. c. 149, §§26-27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top of the schedule, and these rates will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprenticeship Training (DAT) in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DAT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level. For further information, please call 617-626-5409, or write to DAT, 19 Stanford Street, Floor 1, P.O. Box 146759, Boston, MA 02114.

WEEKLY PAYROLL RECORDS
REPORT
& STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c. 149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. For every week in which an apprentice is employed, a photocopy of the apprentice's identification card must be attached to the payroll report. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor, or public body shall furnish to the awarding authority directly, within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 20_____

I,_____,_____
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

MASSACHUSETTS WEEKLY CERTIFIED PAYROLL REPORT FORM

Company's Name:	Address:	Phone No.:	Payroll No.:

Employer's Signature:	Title:	Contract No:	Tax Payer ID No.	Work Week Ending:

Awarding Authority's Name:	Public Works Project Name:	Public Works Project Location:	Min. Wage Rate Sheet No.

General / Prime Contractor's Name:	Subcontractor's Name:		"Employer" Hourly Fringe Benefit Contributions				
						(B+C+D+E)	(A x F)

Employee Name & Complete Address	Employee is OSHA 10 Certified (?)	Work Classification:	Appr. Rate (%)	Hours Worked Su.	Mo.	Tu.	We.	Th.	Fr.	Sa.	Project Hours (A) / All Other Hours	Hourly Base Wage (B)	Health & Welfare Insurance (C')	ERISA Pension Plan (D)	Supp. Unemp . (E)	Total Hourly Prev. Wage (F)	Project Gross Wages (G) / Total Gross Wages	Check No.

NOTE: Pursuant to MGL Ch. 149 s.27B, every contractor and subcontractor is required to submit a "true and accurate" copy of their weekly payroll records directly to the awarding authority. Failure to comply may result in the commencement of a criminal action or the issuance **received by awarding authority of a civil action**

Page____ of ____

Date received by awarding authority
/ / /

TOWN OF TEWKSBURY, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS
ROADWAY RESURFACING
CONTRACT PW-26-17

SECTION 00800
SPECIAL PROVISIONS

The following Special Provisions are additions/modifications to the Massachusetts Department of Transportation (MassDOT) STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES 2025 Edition.

DIVISION I
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1.00
DEFINITION OF TERMS

Subsection 1.03: Defined Terms
Replace this subsection with the following:

Department ……The Department of Public Works of the Town of Tewksbury, Massachusetts.

SECTION 2.00
PROPOSAL REQUIREMENTS AND CONDITIONS

Subsection 2.02: Interpretation of Basic Estimate of Quantities
Add the following at the end of this subsection:

All items in the Bid cover classes of work of uncertain necessity or work for which it is impractical to estimate approximate quantities. All items are to be as "indeterminate". Quantities shown are for purposes of Bid Comparison and are not guaranteed to be utilized during the execution of the work.

Subsection 2.04: Preparation of Proposals
Replace this subsection with the following:

The Bidder shall obey instructions specified in the "SECTION 00100 INSTRUCTIONS TO BIDDERS"

Subsection 2.05: Delivery of Proposals
Replace this subsection with the following:

The Bidder shall submit to the location specified in the "Notice to Bidders" prior to the time set for opening of the bid its Bid properly sealed, delivered or mailed in accordance with the instructions printed thereon.

Subsection 2.06: Proposal Guaranty Required
Add the following text this subsection:

Each bid must be accompanied by a bid deposit in the form of certified check, treasurers or cashier's check, or a bid bond issued by a responsible bank or trust company and payable to the order of the Town of Tewksbury. The check or Bid Bond shall be in the amount of five (5) percent of the Bid and shall be enclosed in a sealed envelope separate from the envelope containing the Bid.

Subsection 2.07: Withdrawal of Proposals
Replace this subsection with the following:

Except as hereinafter in this subsection otherwise provided, once a Bid is submitted and received by the Owner for consideration and comparison with other bids similarly submitted, the Bidder agrees that it may not and will not withdraw it within forth-five (45) consecutive calendar days after the actual date of the opening of bids.

Upon proper written request and identification, Bids may be withdrawn as follows:

1. At any time prior to the designated time for the opening of bids
2. Death or serious injury of a principal.
3. With the approval of the Town.

Unless a Bid is withdrawn as provided above, the Bidder agrees that it shall be deemed open for acceptance until the Contract has been executed by both parties thereto or until the Owner notifies a Bidder in writing that its Bid is rejected or that the Owner does not intend to accept it, or returns his Bid deposit. Notice of acceptance of a Bid shall not constitute rejection of any other Bid.

Subsection 2.09: Rejection of Proposals
Replace the first paragraph of this subsection with the following:

The Owner may reject Bids which fail to meet the requirements of Subsection 2.04, 2.05 and 2.06 or which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, or in which errors occur, or which contain abnormally high or abnormally low prices for any class or item of work.

SECTION 3.00
AWARD AND EXECUTION OF THE CONTRACT

Subsection 3.03: Retention of Proposal Guaranty
Replace this subsection with the following:

Each bid check or bid bond amount may be retained by the Owner as security for the fulfillment of the Bidder's agreements as specified in subsection 2.06 and as set forth in the Bid. Should the Bidder fail to fulfill such agreements, its bid check shall become the property of the Owner or if a bid bond was furnished, the bid bond shall become payable to the Owner as liquidated damages; otherwise, the bid check shall be returned to the bidder or if the security is a bid bond, the bid bond shall be declared void.

Bid checks will be returned to all except the three lowest bidders within five (5) days, Sundays and legal holidays excluded, after the opening of Bids and to the three lowest bidders within five (5) days, Sundays and legal holidays excluded, after the owner and accepted Bidder have executed the Contract agreement. In the event that the Contract agreement has not been executed by both the Owner and the accepted Bidder within forty-five (45) consecutive days after the opening of Bids, the bid check will be returned promptly upon demand of any Bidder who has not been notified of the acceptance its Bid.

Bid checks accompanying Bids which are rejected will be returned within five (5) days, Sundays and legal holidays excluded, after rejection.

None of the three lowest Bids shall be deemed rejected, notwithstanding acceptance of any Bid, until an agreement has been executed by both the Owner and the accepted Bidder.

Subsection 3.03: Retention of Proposal Guaranty
Add the following to the end of the second to last paragraph of this subsection:

The Performance Bond and the Payment Bond shall be on the forms as supplied in the Contract by the Owner.

Add the following to the end of the paragraph of this subsection:

Additionally, the changes shall in no way annul, release, diminish or affect the liability of the surety on the Contract Bonds given by the Contractor, it being the intent that notwithstanding such changes the liability of the surety on said bonds continue and remain in full force.

Subsection 3.05: Execution of Contract
Replace the number 3 with the words "5 working".

SECTION 4.00
SCOPE OF WORK

Subsection 4.01: Intent of the Contract
Add the following at the end of the first paragraph:

Additionally, the Contractor is responsible for satisfying all requirements set forth in the Order of Conditions as well as any additional documents and/or permits that are located in the appendices.

Subsection 4.02: Alterations
Add the following at the end of this subsection:

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change and no claim for additional compensation shall be valid unless the change is so ordered.

Subsection 4.10: Final Cleaning Up
Replace this entire subsection with the following:

The Contractor shall at all times and at its own expense keep the site of the work free from rubbish and debris caused by its operations under the Contract.

Upon completion of the work and before acceptance and final payment, the Contractor shall remove and dispose of in an approved manner, at its own expense, from the right-of-way, construction site and adjoining property, all temporary structures and all surplus materials and rubbish which the Contractor may have accumulated during the prosecution of the Work, and shall leave the areas in a neat and orderly condition.

No equipment or material shall be left within any of the areas after acceptance of the Contract without the written permission of the Engineer. The Contractor shall not abandon any material at or near the site regardless of whether or not it has any value.

Add the following new subsection:

Subsection 4.11: Utility Maintenance

It shall be the Contractor's responsibility to maintain the drainage system in the areas under construction until such time the final system is put into use. Pipes and structures requiring cleaning as a result of sediment accumulation from construction operations shall be cleaned without additional compensation. Unless notified in writing by the Contractor within five (5) working days after Notice to Proceed, all drainage facilities shall be assumed to be clean and functional prior to start of construction.

SECTION 5.00
CONTROL OF WORK

Subsection 5.01: Authority of the Engineer
Add the following at the end of this subsection:

The Engineer shall be the Owner's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Owner.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions If the Contractor has any objection it may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing it may file a written protest with the Owner stating clearly and in detail its objections, the reasons and the nature and amount of additional compensation, if any, to which it claims it will be entitled. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the owner and Engineer within such ten (10) day period, it shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of its obligations and rights under the Contract.

Subsection 5.05: Cooperation by Contractor
Add the following at the end of the second paragraph of this subsection:

The Contractor's Superintendent or Foreman shall have full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent/foreman shall not be removed from the work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent/foreman or any successor proves incompetent, the Contractor shall replace superintendent/foreman with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for the Work.

Subsection 5.07: Construction Survey Control
Replace this entire subsection with the following:

The Contractor, at its own expense, will furnish the following survey work if deemed needed by the Engineer:

A. Establishment of base lines or centerlines of construction for main roadways, ramp service roads, side streets and other major dry land items Reproduction of base lines and centerlines, or lines offset to them when roadway cuts and fills have been completed. Levels may be taken on the points marking these lines.

B. New grade stakes at fifty (50) foot intervals giving finished grades as directed by Engineer.

C. Preliminary and final surveys of pits (if borrow is paid by pit measure) and dredging areas, semifinal cross sections on ledge, peat, loam, etc.

D. Control for alignment of curbing or edging on ramps and at other complicated locations.

E. All necessary stakes for pipes and head walls, and establish all catch basin and manhole or related utility locations as to line and grade.

The Contractor shall employ qualified engineering/survey personnel to insure adequate control and shall furnish and set stakes of the quality used by the Town for control staking. Rough stakes may be used to denote top and bottom of slopes, edge of pavement, gutter lines, etc.

The Contractor shall furnish and set, at its own expense, all stakes (such as batter boards, slope stakes, pins, offset stakes, etc.) required for the construction operations and it shall be solely responsible for the accuracy of the line and grade of all features of its work.

The Contractor shall be held responsible for the preservation of all stakes and marks if any of such stakes or marks are disturbed or destroyed the cost of replacing them shall be at the contractor's expense.

SUBSECTION 5.09 INSPECTION OF THE WORK
Add the following at the end of the first paragraph of this subsection:

The Contractor shall at all times provide safe and proper facilities, therefore.

SECTION 6.00
CONTROL OF MATERIALS

Subsection 5.09: Inspection of Work
Add the following at the end of this subsection:

The Town will not accept any materials delivered to any project in motor vehicles or semi-trailer units that exceed the legal maximum gross weight allowed for the particular class, as specified in M.G.L c.90 §19A.

SECTION 7.00
LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

Subsection 7.01: Laws to be Observed
Add the following at the end of this subsection:

A. General.

The Contractor shall protect, defend, indemnify and save harmless the Owner, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, by-law, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of its agents, servants, employees or Subcontractors.

Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted, and the Contract shall be read and enforced as though they were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall be physically amended to make such insertion.

Subsection 7.05: Insurance Requirements
*Delete the contents of sub-paragraph 1 and 2 of paragraph **B. Public Liability Insurance** and replace with the following:*

The limits of the several kinds of liability insurance required for this Contract, in addition to insurance for Worker's Compensation are as listed as below. All policies shall be written that the certificate holder, the Town of Tewksbury, 1009 Main Street, Tewksbury, MA 01876 is insured at no cost to the Town for the full amounts stated above. The Contractor shall name the Town of Tewksbury as an additional insured.

The following types of insurance shall be provided by the Contractor:

A. Comprehensive General and Public Liability Insurance in an amount not less than $1,000,000 per occurrence and in an amount not less than $3,000,000 aggregate.

B. Bodily Injury Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of $1,000,000 for any one person, $3,000,000 for any one accident.

C. Property Damage Insurance covering the operation of all motor vehicles owned by the Contractor, in the amounts of $1,000,000 for any one accident, $3,000,000 aggregate.

D. Insurance to cover bodily injury and property damage resulting from the use of motor vehicles not owned by the Contractor, while such vehicles are being operated in conjunction with the prosecution of the Work under this contract, in the amount required under b) and c) above.

E. Worker's Compensation and Employer's Liability as required by the General Laws of the Commonwealth of Massachusetts.

All policies shall be so written that the certificate holder, the Town of Tewksbury, 1009 Main Street, Tewksbury, MA 01876 is insured at no cost to the Town for the full amounts stated above.

The Contractor shall name the Town of Tewksbury as an additional insured.

Subsection 7.09: Public Safety and Convenience
Add the following at the end of this subsection:

During construction, the Contractor shall maintain at least one eleven (11) foot travel lane during the day and shall open the road up to two-way traffic at night. It is the Contractor's responsibility to obtain approval for any lane closings, delays or detours at least twenty-four (24) hours in advance by the Town of Tewksbury Safety Officer.

The Contractor shall remove at its own expense any and all equipment from roadways as directed by the Engineer and/or the Safety Officer at the conclusion of the working day.

The Contractor shall maintain access to all drives at all times. If access to any drives cannot be maintained, the Contractor shall notify the Engineer and persons affected, in writing, at least one (1) week in advance of the planned discontinuance. In any case, the access shall not be discontinued for more than two (2) consecutive days without obtaining the written authorization of the Engineer.

All construction shall be completed to intermediate (binder) course in all phase prior to applying any surface course. Surface course shall be applied continuously in an effort to minimize jointing. Where joints are required, the relevant provisions of Section 460 shall be employed.

Construction shall be carried out in the sequence as directed by the Engineer. The surface course shall be applied after all other construction is complete.

All trench excavation areas shall be compacted, fine graded and paved at the end of each work week.

Subsection 7.11: Traffic Officers and Railroad Flagging Service
Replace the first two paragraphs of this subsection with the following:

Traffic Police Details shall be provided for as stipulated in Section 850 of the Special Provisions for the Contract.

Subsection 7.13: Protection and Restoration of Property
At the beginning of the text to this section, add the paragraph header

A. General

Add the following at the end of this subsection:

B. Protection of Utilities and Property

The Contractor shall be responsible for locating, maintaining and protecting all existing utilities pipes or other structures damaged by the Contractor that may be repaired by the Town or utility company that suffers the loss. The cost of such repairs shall be at the expense of the Contractor. Should any damage to a utility caused by the Contractor result in an emergency, the Contractor shall promptly warn the Owner and, if requested, furnish laborers to work temporarily under the Owner's direction in gaining access to the utility.

If live service connections are to be interrupted by excavation of any kind, the Contractor shall not break the service until new or temporary services are provided. Abandoned services shall be plugged off or otherwise made secure.

The approximate location of existing subsurface utilities in the vicinity of the work, the accuracy and completeness of the information is not guaranteed by the Town.

C. Notice to Owners of Utilities

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations, and the Contractor shall at that time file a copy of such notice with the Engineer.

Before the Contractor begins any work or operations that might damage any subsurface structures, it shall carefully locate all such structures and conduct its operations so as to avoid any damage to them.

The following are the names and addresses of the utilities typically affected, but the completeness of the list is not guaranteed.

Town of Tewksbury Department of Public Works 999 Whipple Road Tewksbury, MA 01876	Kevin Hardiman P.E. Director of Public Works (978) 640-4440, Extension 257
Town of Tewksbury Department of Public Works 999 Whipple Road Tewksbury, MA 01876	David Lizotte Asst. Director of Public Works (978) 640-4440 Extension 232
National Grid (Natural Gas)	Jeff Loconte Cell (978) 322-3718 Mobile (617) 438-8417
National Grid (Electrical Service)	Dave Aguiar (978) 725-1419
Verizon (Telephone)	Dispatch Resource Center (855) 756-7507
Comcast (Cable/Internet)	Timothy Broadrick Engineering & Construction Office (617) 279-1797 Cell (781) 281-7741

D. Protection of Underground Facilities
The Contractor's attention is directed to the necessity of making its own investigation in order to assure that no damage to existing structures, drainage lines, etc., will occur.

The Contractor shall notify 'Mass DIG SAFE' and procure a DIG SAFE number for each location prior to disturbing existing ground in any way.

The Contractor shall be responsible for informing utility owners in the event of any disruption of service or damage of any utility, marked or not. The Contractor shall have a means of telephone communication and contact numbers on site at all times.

E. Property Bounds

Should any damage to a bound result from the actions of the Contractor, the bound shall be replaced and/or realigned by the Contractor as directed by the Engineer. No further compensation will be due the Contractor for the materials and labor required to re-establish the bound in its proper position as shown on the plans.

Subsection 7.17: Traffic Accommodation
Add the following at the end of this subsection:

The Contractor shall patch all trenches and other areas of excavation in existing paved areas no later than the end of every week or has directed by the Engineer.

Subsection 7.18: Contractor's Responsibility for the Work
After the first paragraph of this subsection insert the following:

The Contractor shall take all precautions necessary to prevent damage to the work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall at its own cost and expense make such repairs or replacements or rebuild such parts of the work as the Engineer may require in order that the finished work may be completed as required by the Contract.

The Contractor shall bear all losses resulting to it on account of the amount or the character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or other causes (except as stated in Subsection 4.04, Changed Conditions).

Subsection 7.19: Personal Liability of Public Officials
Replace all references to "the Commonwealth" with "the Town".

SECTION 8.00
PROSECUTION AND PROGRESS

Subsection 8.03: Prosecution of Work
Add the following at the end of the first paragraph of this subsection:

To begin at the commencement of construction, there shall be a weekly update and/or progress meetings between the Contractor and the Engineer.

Subsection 8.05: Claim for Delay or Suspension of the Work
Replace all references to "the Commission" with "the Town".
Add the following at the end of this subsection:

If in the event the Contractor shall make a claim for delay or suspension of the work, the Contractor shall continue prosecution of the work during the period pending resolution of the claim or delay.

Subsection 8.09: Delay and Suspension of Work
Replace all references to "the Commonwealth" with "the Town".

Subsection 8.10: Determination and Extension of Contract Time for Completion (Time Extensions)
Add the following at the end of this subsection:

The Contractor shall suspend all work in streets between November 15th and April 1st, unless otherwise permitted by the Engineer. Weather permitting and with the Engineer's approval, the Contractor will be allowed to continue working in easement areas during the winter. The time for completion established for the contract has already taken into account the potential for shutting down operations for the winter.

Subsection 8.11: Failure to Complete Work on Time
Replace the existing schedule of deductions at the end of this subsection with the following schedule:

SCHEDULE OF DEDUCTIONS	
Liquidated Damages	**$500.00** dollars per each calendar day of delay in completion time

Add the following new subsection:

Subsection 8.14: Night, Saturday, Sunday and Holiday Work
In order to control excessive noise in the Town, it is declared to be the policy of the Town to prohibit such noise generated from motor vehicle, trucks, construction and demolition equipment, industrial and commercial sources of sound and other man-made sound.

Work on this project is restricted to a normal 8-hour day between 7:00 AM to 3:30 PM, five (5) day week, with the Prime Contractor and all Subcontractors working on the same shift. No work shall be done at night (dusk), on Saturdays, Sundays or Town observed Holidays except (1) usual protective work, such as pumping and the tending of fires, (2) work done in case of emergency threatening injury to persons or property, or (3) if all of the conditions set forth in the following paragraph below are met:

No work other than that included in (1) and (2) above shall be done at night (dusk) except when (a) in the sole judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) the Engineer has given written permission for such night (dusk) work.

SECTION 9.00
MEASUREMENT AND PAYMENT

Subsection 9.04: Partial Payments
Replace all references to "biweekly" with "monthly".
Replace the second paragraph of this subsection with the following:

There will be a retainage of ten (10) percent for all planting items. For all other items of work there will be a retainage of 5 percent of the value of said items.

Subsection 9.05: Final Acceptance and Final Payment
Replace this entire subsection with the following:

A. General
Fixing of the date of completion and acceptance of the work or a specified part thereof shall only be effective when accomplished in writing specifically so stating and signed by the Owner.

B. Partial Acceptance and Payment
At any time, the Owner may issue a written order to the Contractor declaring that it intends to utilize a specified portion of the work which in its opinion has been sufficiently completed in accordance with the Contract. A tentative list of items or punch list remaining to be completed or corrected shall be included with this order.

Within forty-five (45) days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the work so accepted. The Owner shall pay said amount to the Contractor after deducting all previous payments, all charges against the Contractor and all amounts to be retained under the provisions of the Contract, such payment to be made at the time of the next monthly progress estimate.

Acceptance by the Owner under this subsection shall not relieve the Contractor of any obligations under the Contract except to the extent agreed upon in writing between the Owner and the Contractor. The Owner shall have the right to exclude the Contractor from any part of the work which has been accepted, but the Owner shall allow the Contractor reasonable access to complete or correct items on the tentative list or punch list.

C. Final Acceptance and Payment

The Owner shall pay to the Contractor the entire amount found by the Engineer to be earned and due after deducting all previous payments, all charges against the Contractor and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. Except as in this subsection otherwise provided, such payment shall be made no later than fifteen (15) days after but in no event before the expiration of the time within which claims for labor performed or materials or equipment furnished must be filed under the applicable lien law, or, if such time is not specified by law, the expiration of forty-five (45) days after the completion of the Engineer's final estimate.

If within six months from the date the final estimate is forwarded to the Contractor, the Contractor has not filed a valid (as by the Engineer) written reasons(s) for not accepting the final estimate, the final estimate will be considered acceptable to the Contractor and payment of the final estimate made. The acceptance by the Contractor of the final payment shall operate as and shall be a release to the Owner and every member, agent and employee, from all claims by the Contractor for anything done or furnished for, or relating to the work or for any act or neglect of the Owner or of any person relating to or affecting the work, except the claim against the Owner for the remainder if any there be, of the amounts kept or retained as provided in Subsection 7.15.

SPECIAL PROVISIONS

DIVISION II
CONSTRUCTION DETAILS

SECTION 120
UNCLASSIFIED EXCAVATION

120.20: General
Add the following at the end of this subsection:

The work under this item shall conform to the relevant provisions of Section 120 of the Standard Specifications and the following:

Work under this item includes excavation of all materials obstructing execution of the required work as directed. Sawcutting will be included in this item and will not be measured separately for payment.
Also included shall be the removal and disposal of all other materials not designated to be reused on the project. All surplus material resulting from excavation and not needed for use on the project, as determined by the Engineer, shall be disposed of by the contractor outside and away from the limits of the project, with no additional measurement or payment.

Edges of excavations made in existing pavements shall be squared by saw-cutting with power-driven tools to provide a neat, clean edge for joining new pavement. Ragged, uneven edges shall not be acceptable. Pavement areas which have been broken or undermined shall be edged neatly with minimum disturbance to remaining pavement. Payment for saw-cutting shall be not paid separately and is considered part of the excavation.

Foundations left in place under roadway surface shall be removed to a depth of three (3) feet; all other foundations left in place shall be removed to a depth of twelve (12) inches below the finished grade. The area shall be restored to match the existing or proposed grade with materials similar in kind to the abutting materials and will be paid for under the pertinent pavement items.

Before starting excavation, the Contractor shall field check and verify all the vaults, septic systems, sprinkler systems, and other structures in the project area and make sure that the excavation will not disturb or damage such structures. The Contractor will coordinate his construction activities with the owners of such structures and obtain approval or permits, if necessary, prior to starting the excavation. Any damage done to these structures during the construction process will be the responsibility of the Contractor and will be repaired by the Contractor at his own expense. If the Owner so wishes, he will repair the damage himself and bill the Contractor for his expenses.

When working next to existing retaining walls, the Contractor shall exercise extreme caution not to disturb existing walls. If existing walls are disturbed, they shall be reconstructed at the Contractor's expense to thoroughly match the existing wall in color, texture, material and workmanship.

Any rock or boulders that must be excavated and measure less than one cubic yard in volume shall be considered incidental to the excavation work with no additional measurement of payment to be made. Any rock or boulders that must be excavated and measure one cubic yard or greater in volume shall be considered Class A Rock and shall be measured in accordance with the pay limits defined in Section 120.80. Class A Rock Excavation will be paid for under Item 121. If there is no pay item for Class A Rock Excavation, a change order must be completed.

Add the following new subsection:
120.27: Unclassified Excavation for Patching

This work shall include the full depth saw cutting of the existing pavement, including driveways, to the existing sub-base by a motorized saw along lines as directed by the Engineer. Sawcutting will be included in this item and will not be measured and paid for separately. Squared saw-cutting with power-driven tools to provide a neat, clean edge for joining new pavement will be required under this Item.

120.81: Basis of Payment
Add the following at the end of this subsection:

ITEM 120.12	Unclassified Excavation for Patching	Cubic Yard

SECTION 220
ADJUSTMENT, REBUILDING AND REMODELING OF DRAINAGE STRUCTURES

220.40: Materials
Add paragraph to the end of section:

New castings shall be EJ (formerly East Jordan Iron Works) MassDOT Frame (3 or 4 Flange) and Cascade Grate / Frame & Cover, or approved equivalent.

Gate Box risers shall be EJ (formerly East Jordan Iron Works) 8500 Series or approved equivalent.

220.60: General
Replace "6 inches" in the first and second paragraphs with "12 inches".

Add paragraph to the end of section:

Frames and Grates (or Covers) determined to be unsatisfactory shall be removed immediately by the contractor and not left on the side of the road for any time longer than the end of that work day.

220.82 Payment Items
Add the following at the end of this subsection:

ITEM 220.6	Sanitary Structure Rebuilt	Foot
ITEM 220.8	Sanitary Structure Remodeled	Each

SECTION 301
WATER SYSTEMS

301.40: General
Add paragraph to the end of section:

Gate Box risers shall be EJ (formerly East Jordan Iron Works) 8500 Series or approved equivalent.

SECTION 403
RECLAIMED BASE COURSE AND/OR SUB-BASE

403.20: General
Replace first paragraph of Section with the Following:

The work shall consist of the Contractor furnishing equipment and materials to pulverize the in-place asphalt pavement and underlying material, loading, transport and disposal of surplus reclaim material, sawcutting edges shall be done for end treatments for full road width in all reclaim areas, the spraying of liquid calcium chloride on the blended material, the adding and the blending of additional granular material as needed to provide for the homogeneous base course meeting prescribed gradations, the mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades shown on the plans or established by the Town of Tewksbury or its Designee, cap the finished base with an application of calcium chloride. Bid quantities are approximate only; payment shall be for actual square yards reclaimed.

Add to the End of Section:

Access to abutting properties shall be maintained at all times in accordance with the Special Provisions located in the forward sections of this document.

403.60: General
Add to the End of Section:

Any proposed drainage and other subsurface utility improvements shall be constructed prior to the pavement reclamation work. The Contractor shall excavate all trenches in such a way as to maintain the roadway pavement and base material separate from the underlying soils. The roadway pavement and base material shall be placed on the top of the trench during backfilling operations in preparation for the reclamation process.

If the Engineer determines that unsuitable material has been placed in the upper portion of the trench within the proposed reclamation depth, the Contractor shall remove this material and replace it with gravel borrow at no additional compensation.

403.63: Reclaiming Operations
Replace first paragraph of Section with the Following

Prior to the start of reclamation, the existing pavement shall be swept with a power sweeper to remove all trash, sand, dirt, organic matter, and other undesirable material, to the satisfaction of the Engineer. This sweeping shall be incidental to this reclamation. All traffic control signage and safety apparatus shall be in place before any reclaim operation begins and shall be considered incidental to this reclamation with no separate pay item.

Add to the End of Section

The Town of Tewksbury or its Designee, may at its option retain all or a portion of surplus reclaim material. Surplus reclaim material is created as a byproduct of the reclaim operation and is removed from each roadway before the road is graded for placement of new asphalt. Under the direction of the Town of Tewksbury or its Designee, the Contractor shall load and transport all such material to designated sites within the municipal limits. In the event that the Town of Tewksbury or its Designee, does not elect to retain the surplus reclaim material, the Contractor shall load and transport the surplus reclaim material and legally dispose of it. All hauling, loading, transporting and legal disposal of surplus reclaim material to any location shall be included in the contract unit price bid per square yard under Item 403, Reclaim Base for Base Course and/or Sub Base. Any movement of the existing recyclable materials to allow for these modifications shall be included under this item.

403.64: Compaction and Dust Control
Replace first paragraph of Section with the Following

The reclaimed material shall be rolled, compacted and fine graded to the specified cross section(s) and/or grades as shown or as established by the contractor.

Replace second paragraph of Section with the Following:

If deemed necessary the Town of Tewksbury or its Designee may require the reclaimed material be tested for compaction and smoothness and accuracy of grade in accordance with the applicable provisions of Subsection 401.60. The required density shall be measured by a Nuclear Density Gauge. If any portions are found to be unacceptable by the Engineer, such portions shall be reprocessed, regraded, and re-compacted until the required smoothness and accuracy are obtained.

403.80: Method of Measurement
Delete entire section and replace with the following:

Reclaimed base course shall be measured for payment by square yard of pre-reclamation pavement area hence reclaimed, complete in-place within the lines shown on the plans, or as directed by the Town of Tewksbury or its Designee. No deductions will be made for surface structures. The lowering and plating of gates and structures will be considered incidental to this item and no additional compensation will be allowed.

Structures raised from the plated depth to the hot mix asphalt top course elevation (in one or more operations) shall be measured as a remodeled unit each (Item 220.5 Drainage Structure Remodeled or 220.8 Sanitary Structures Remodeled.), complete and approved, without any additional compensation for final adjustments.

Structures not categorized as remodeled and adjusted from the hot mix asphalt intermediate course elevation to the hot mix asphalt top course elevation shall be measured as an adjusted unit each, complete and approved.

Structures rebuilt shall be measured by the average height in vertical feet and hundredths of foot from the bottom of the deterioration to the plated depth. Structures damaged below the plated depth, due to the contractor's negligence, shall be measured and deducted from the vertical foot measurement. Raising the structures from the plated depth will be measured as stated above for a remodeled unit.

403.81: Basis of Payment
Delete entire section and replace with the following:

The accepted quantity of reclamation as measured above shall be paid for at the contract unit price bid under item 403 per square yard of reclaiming to a depth of twelve (12) inches. This unit price shall include all compensation for crushing, pulverizing, blending, spreading, grading, hauling and disposal of surplus reclaim material, sawcutting the existing hot mix asphalt at the direction of the Engineer, compacting, test section construction, blending with aggregate, moving and processed material to allow for modifications to the remaining sub-base and/or subgrade, moving reclaimed material from one location to another within the project and any incurred cost resulting from the Contractor's decision to process off site.

The unit price bid shall also include compensation for all cost associated with the removal of the castings and the referencing, lowering, and plating of structures It shall also include full compensation for all labor, tool, equipment, materials, testing of reclaimed material, and all incidental work necessary to complete the work as specified.

Removal and disposal of unsuitable material shall be paid for at the contract unit price per cubic yard for Item 120.1, Unclassified Excavation. Unsuitable material shall be defined as material not stable and suitable

for use as road base and shall be approved by Town of Tewksbury or its Designee. Surplus reclaim material created during the reclaim operation is not classified as unsuitable material.

Grading and compacting and manufactured stabilized base course and sub-base and or subgrade resulting from the removal of unsuitable material shall be paid for at the contract unit price per square yard for Item 170, Fine grading and compacting.

Adjustment of drainage structures shall be paid for at the contract unit price each Item 220 Drainage Structure Adjusted, 220.7 Sanitary Structure Adjusted or 358 Gate Valve Box Adjusted.

Rebuilding of either manholes or catch basin structures that require structural masonry repairs shall be paid for at the contract unit price per vertical foot for Item 220.2 Drainage Structure Rebuilt or 220.6 Sanitary Structures Rebuilt.

Raising of lowered structures during reclaiming shall be paid for at the contract unit price each for Item 220.5 Drainage Structure Remodeled, 220.8 Sanitary Structures Remodeled or 358 Gate Valve Box Adjusted.

Calcium Chloride for dust control shall be paid for at the contract unit price per gallons for Item 440 Calcium Chloride for Roadway Dust Control.

SECTION 460
HOT MIX ASPHALT PAVEMENT FOR LOCAL STREETS

460.91: Basis of Payment
Replace the following at the end of this subsection:

B. Tack Coat
Tack Coat shall be used as has required under subsection 460.43 and shall be included in the price of HMA and not be paid separately. Tack and sand shall be applied to all joints composed of Hot Mix Asphalt immediately after paving or as directed by the Engineer.

C. Joint Sealer
Joint Sealer installed in accordance with 450.49 shall be included in the price of HMA and not be paid separately.

D. Hot Mix Asphalt
Each HMA pavement course will be paid for at the contract unit price per ton of in-place mixture under the HMA Pay Items specified (Pay Items 450.23, 450.32, 450.52, 451, 702) Payment shall include sweeping the underlying surface, transportation, delivery, placement (including providing a Material Transfer Vehicle, when required), incidental sawcutting and compaction of each HMA pavement course in accordance with 450.43: Preparation of Underlying Surface through 450.52,Traffic control signage and safety apparatus (as specified in Section 850) is considered incidental to the cost of each HMA pavement course placed with no additional measurement or payment to be made.

SECTION 700
INCIDENTAL WORK

702.81: Basis of Payment
Add to the End of Section

Sweeping, Tack and Saw cutting will be considered incidental and included in contract unit price for driveway and sidewalks.

SECTION 751
LOAM BORROW AND TOPSOIL REHANDLED AND SPREAD

751.61: Placing Loam or Topsoil
Add the following at the end of this subsection:

Plantable Soil Borrow shall be placed at a depth of no less than four (4) inches and additional soil borrow placed at less of a depth will not be paid

SECTION 765
SEEDING

765.65: Seeding Grass by Spray Machine
Add the following after the second paragraph of this subsection:

The spray machine application shall include a 100% biodegradable cellulose mulch additive sufficient for seed germination and applied at not less than thirty-five (35) pounds per 1000 square feet. The certified statement shall include definition of mulch composition and application rates.

765.82: Payment Items
Add the following Items in this subsection:

ITEM 765.01	Hydroseeding	Square Yard

SECTION 767
MULCHING AND EROSION CONTROL

767.20: General
Delete entire section and replace with the following:

The work under this item shall conform to the relevant provisions of Subsections 670, 751 and 767 of the Standard Specifications and shall include the furnishing and placement of a sediment control barrier. Sediment control barrier shall be installed prior to disturbing upslope soil.

The purpose of the sediment control barrier is to slow runoff velocity and filter suspended sediments from storm water flow. Sediment barrier may be used to contain stockpile sediments, to break slope length, and to slow or prevent upgradient water or water off road surfaces from flowing into a work zone. Contractor shall be responsible for ensuring that barriers fulfill the intent of adequately controlling siltation and runoff.

767.40: General
Delete entire section and replace with the following:

Twelve-inch diameter (after installation) compost filter tubes with biodegradable natural fabric (i.e., cotton, jute, burlap) are intended to be the primary sedimentation control barrier. Photo-biodegradable fabric shall not be used.

For small areas of disturbance with minimal slope and slope length, the Engineer may approve the following sediment control methods:

- 9-inch compost filter tubes
- Straw bales which shall be trenched

No straw wattles may be used. Additional compost filter tubes (adding depth or height) shall be used at specific locations of concentrated flow such as at gully points, steep slopes, or identified failure points in the sediment capture line.

When required by permits, additional sediment barrier shall be stored on-site for emergency use and replacement for the duration of the contract.

Compost material inside the filter tube shall meet M1.06.0, except for the following: no peat, manure or bio-solids shall be used; no kiln-dried wood or construction debris shall be allowed; material shall pass through a 2-inch sieve; and the C:N ratio shall be disregarded.

Outer tube fabric shall be made of 100% biodegradable materials (i.e., cotton, hemp or jute) and shall have a knitted mesh with openings that allow for sufficient water flow and effective sediment capture.

Tubes shall be tamped, but not trenched, to ensure good contact with soil. When reinforcement is necessary, tubes shall be stacked as shown on the detail plans.

767.64: Sediment Control Barrier
Add this new section after the end of Section 767.63 Bales of Hay for Erosion Control:

CONSTRUCTION METHODS

Sediment control barriers shall be installed in the approximate location as shown on the plans and as required so that no excavated or disturbed soil can enter mitigation areas or adjacent wetlands or waterways. If necessary to accommodate field conditions and to maximize effectiveness, barrier locations may be shifted with approval from the Engineer. Barriers shall be in place prior to excavation work. No work shall take place outside the barriers.

Prior to initial placement of barriers, the Contractor and the Engineer shall review locations specified on the plans and adjust placement to ensure that the placement will provide maximum effectiveness.

Barriers shall be staked, trenched, and/or wedged as specified herein and according to the Manufacturer's instructions. Barriers shall be securely in contact with existing soil such that there is no flow beneath the barrier.

MAINTENANCE

Maintenance of the sediment control barrier shall be per Section 670.60 of the Standard Specifications or per the Stormwater Pollution Prevention Plan (SWPPP), whichever is more restrictive.

The contractor shall inspect the sediment barrier in accordance with relevant permits. At a minimum, barriers shall be inspected at least once every 7 calendar days and after a rain event resulting in 0.25 inches or more of rainfall. Contractor shall be responsible for ensuring that an effective barrier is in place and working effectively for all phases of the Contract.

Barriers that decompose such that they no longer provide the function required shall be repaired or replaced as directed. If the resulting berm of compost within the fabric tube is sufficiently intact (despite fabric decay) and continues to provide effective water and sediment control, barrier does not necessarily require replacement.

DISMANTLING & REMOVING

Barriers shall be dismantled and/or removed, as required, when construction work is complete and upslope areas have been permanently stabilized and after receiving permission to do so from the Engineer.

Regardless of site context, nonbiodegradable material and components of the sediment barriers, including photo-biodegradable fabric, plastic netting, nylon twine, and sedimentation fence, shall be removed and disposed off-site by the Contractor.

For naturalized areas, biodegradable, natural fabric and material may be left in place to decompose on-site. In urban, residential, or other locations where aesthetics is a concern, the following shall apply:

- Compost filter tube fabric shall be cut and removed, and compost shall be raked to blend evenly (as would be done with a soil amendment or mulch). No more than a 2-inch depth shall be left on soil substrate.

767.80: Method of Measurement
Add to the End of Section:

Sediment Control Barriers will be measured per linear foot installed.

767.81: Basis of Payment
Add to the End of Section:
Sediment Control Barrier will be paid for complete in place at the contract unit price per linear foot which price shall include all labor, equipment, materials, maintenance, dismantling, removal, restoration of soil, and all incidental costs required to complete the work.

Additional barrier, such as double or triple stacking of compost filter tubes, if directed by the Engineer, will be paid for per foot of tube installed.

Barriers that have been driven over or otherwise damaged by construction activities shall be repaired or replaced as directed by the Engineer at the Contractors expense.

767.82: Payment Items
Add to the End of Section:

ITEM 767.121	Sediment Control Barrier	Linear Foot

SECTION 850
TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE OPERATIONS

850.24: Temporary Pavement Markings and Temporary Raised Pavement Markers
Add to the End of Section:

Temporary Markings under Item 854.036 must be placed on the roadway at the end of the working day. This includes milled and bindered roads. Additionally, all raised manholes, catch basins and gate structures in the roadway along with any raised road seams must be spray painted and touched up daily with brightly colored paint as needed until the roadway resurfacing is complete. Painting of structures and road seams is included under the payment of items under HMA and will not be paid separately.

860.82: Payment Items
Add the following Items in this subsection:

ITEM 860.104	4-Inch Reflectorized White Line (Painted)	Foot

ITEM 861.104 4-Inch Reflectorized Yellow Line (Painted) Foot

Add to the End of Section:

Road Markings Under Items 866.1, 867.1, 866.11, must be placed within two weeks (14 Calendar days) of the completion of the placement of the final hot asphalt mix on the road. Any delay of placement of road markings of more than two weeks will prompt liquidated damages of **$500.00** per day.

SECTION 999
SPECIAL DUTY POLICE

999.: Special Duty Police
Add the following Items in this subsection:

When, in the opinion of the Owner, Engineer, or the Tewksbury Police Department public safety or convenience requires the service of police, the Engineer may direct the Contractor to provide manpower to direct traffic within the location of work under this Contract.

The Contractor shall be responsible for scheduling and payment of traffic police details. The Owner will reimburse the Contractor for direct costs of police details.

The intent of police detail presence on the job site is to ensure public safety by police direction of traffic or by the use of temporary traffic control devices. Police are not to serve as watchmen to protect the Contractor's equipment and materials, or to warn pedestrians of hazards within the work zone.

Nothing contained herein shall be construed as relieving the Contractor of any of its responsibilities for protection of persons and property under the terms of the Contract.

Cancellation of any scheduled police detail due to inclement weather or any other reason shall be the responsibility of the Contractor and shall be made no less than one (2) hours prior to the scheduled start time. Contractor shall be responsible for payment of police details not cancelled or cancelled without proper one (2) hour notice, with no reimbursement by the Owner.

All payments to police for work under this Contract shall be in accordance with M.G.L. c. 149, § 34B which states that reserve police officers shall receive the same prevailing wage rate as paid to regular police officers.

Payment for police details shall be paid for on an hourly basis in accordance with an invoice from the Tewksbury Police Department. Copies of all invoices with proof of payment will be submitted to the Engineer along with reimbursement requests. Reimbursements will be made on an hourly basis without Contractor markup.

The Bid Form, Item 2, provides a Unit Price per hour. Requisition for payment, when applicable, shall include the amount due for police details.

Payments shall be made for normal eight (8) hour weekday police shift. Contractor scheduling shall be reflective of the standard shift periods. Overtime, premium, weekend and Holiday rates are to be borne by the Contractor without reimbursement from the Town unless specifically authorized by the Engineer in writing for the benefit of the Owner.

999.: Payment Items
Add the following Items in this subsection:

ITEM 999. Special Duty Police Hour

END OF SPECIAL PROVISIONS

APPENDIX A
PAYMENT REQUISITION (AIA FORMAT)
CHANGE ORDER FORM

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER-ADVISOR EDITION

AIA DOCUMENT G702/Cma (Instructions on reverse side)

CONTRACTOR:

SUBCONTRACTOR:

CONTRACT FOR:

PROJECT:

APPLICATION NUMBER:
PERIOD TO:
PROJECT NOS.:

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:
VIA ARCHITECT:

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1.	**ORIGINAL CONTRACT SUM**		$0.00
2.	**Net Change By Change Orders**.....		$0.00
3.	**CONTRACT SUM TO DATE**	(Line 1 +2).....	$ -
4.	**TOTAL COMPLETED & STORED TO DATE**..... (Column G on G703)		$0.00
5.	**RETAINAGE:**		
	a. 10% % of Completed Work (Columns D & E on G703)	$0.00	
	b. 10% % of Stored Material (Column F on G703)	$0.00	
	Total Retainage (Line 5a + 5b or Total in Column 1 of G703)		$0.00
6.	**TOTAL EARNED LESS RETAINAGE**..... (Line 4 less Line 5 Total)		$0.00
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$0.00
8.	**CURRENT PAYMENT DUE**		$0.00
9.	**BALANCE TO FINISH, INCLUDING RETAINAGE** (Line 3 less Line 6)	$ -	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total Approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

BY: _____ DATE_____

State of:_____ County of : _____
Subscribed and sworn before me this day of 20
Notary Public:
My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ -

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

CONSTRUCTION MGR:
By:_____Date:_____

ARCHITECT:
By:_____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

EJCDC

Change Order No. _____

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $_____	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: $_____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $_____	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: _____	Title _____	Title _____
Date: _____	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

APPENDIX B
CONTRACT COMPLETION AND ACCEPTANCE CERTIFICATE FORM, RELEASE OF LIENS AND CLAIMS FORM

CONTRACT COMPLETION AND ACCEPTANCE CERTIFICATE

TO: Town of Tewksbury
1009 Main Street
Tewksbury, Massachusetts 01876

RE: Contract Title: ROADWAY RESURFACING
Number: CONTRACT PW-26-17
Contract Date: _____ 20__
Location: Tewksbury, Massachusetts

CONTRACTOR under the above Contract agrees to accept the sum of _____ dollars as full and final payment for all work under the above contract.

_____hereby certifies that all work has been completed in
(Authorized Rep. of Contractor)
compliance with the Contract Documents, and that all labor, equipment, materials, subcontractors and suppliers have been or will be paid in accordance with the requirements of the Contract Documents, and the requirements of the General laws of the Commonwealth of Massachusetts

Signed under the pains and penalties of perjury as of _____, 20___.

_____
(Contractor Name)

_____
(Address)

_____
(City/Town, State, Zip)

_____
(Signature of Authorized Representative)

_____
(Typed Name and Title of Authorized Representative)

COMMONWEALTH OF MASSACHUSETTS

_____, SS. _____, 20__

Then personally appeared before me, _____ of
(Name of Authorized Rep.)

_____ who acknowledged that foregoing instrument to be
(Name of Contractor)

it's free act and deed of _____ and, further, made oath that
(Name of Contractor)

the certifications made in the foregoing instrument were true to the best of its knowledge, information and belief.

_____
Notary Public

_____
Commission Expiration

RELEASE OF LIENS AND CLAIMS

TO: Town of Tewksbury
1009 Main Street
Tewksbury, Massachusetts 01876

RE: Contract Title: ROADWAY RESURFACING
Number: CONTRACT PW-26-17
Contract Date: _____ 20__
Location: Tewksbury, Massachusetts

In consideration of final payment in the amount of _____ received from the Owner for work performed by the undersigned Contractor under the above referenced Contract, the Contractor, on behalf of itself and its subcontractors and suppliers of every tier, hereby releases and discharges the Town from any and all liens, claims and causes of action which the Contractor, its subcontractors and suppliers of every tier, now have or ever had against the Owner arising out of or related to the above-referenced Contract; provided, however, that neither the Owner's issuance of final payment nor anything in this Release shall operate to discharge the Contractor from any obligation under the Contract Documents which is to continue after final payment including, but not limited to, the Contractor's obligation to indemnify, defend and hold the Owner and Engineer harmless from such liens claims and causes of action and from the claims of third parties in connection with the performance of the work, and the Contractor's obligations under the guarantee and warranty provisions of the Contract Documents, all of which obligations the Contractor hereby ratifies and confirms.

Executed as an instrument under seal as of _____, 20___.

_____
(Contractor Name)

_____
(Address)

_____
(City/Town, State, Zip)

_____
(Signature of Authorized Representative)

_____
(Typed Name and Title of Authorized Representative)

COMMONWEALTH OF MASSACHUSETTS

_____, SS. _____, 20__

Then personally appeared before me, _____ of
(Name of Authorized Rep.)

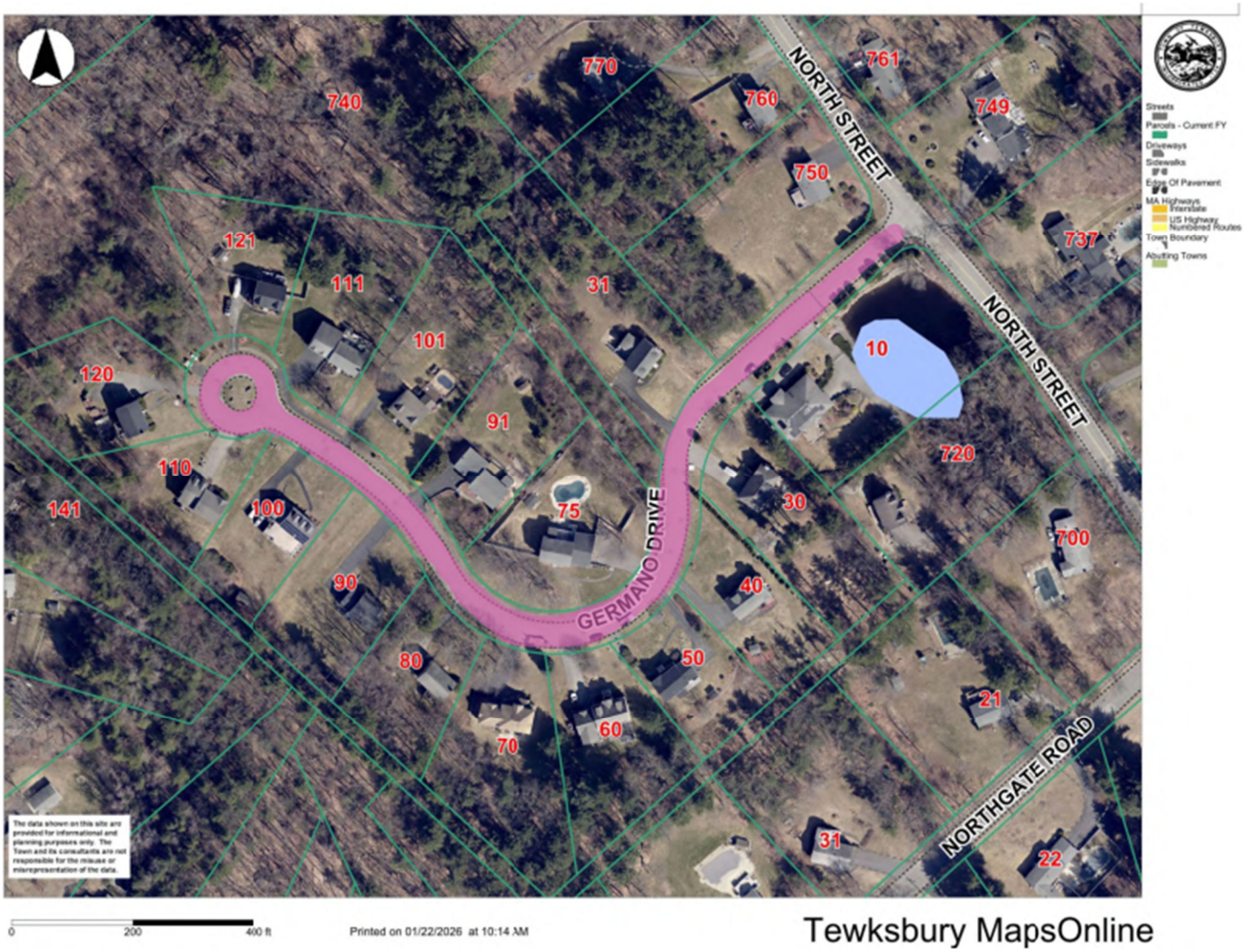
_____ who acknowledged that foregoing instrument to be
(Name of Contractor)

it's free act and deed of _____
(Name of Contractor)

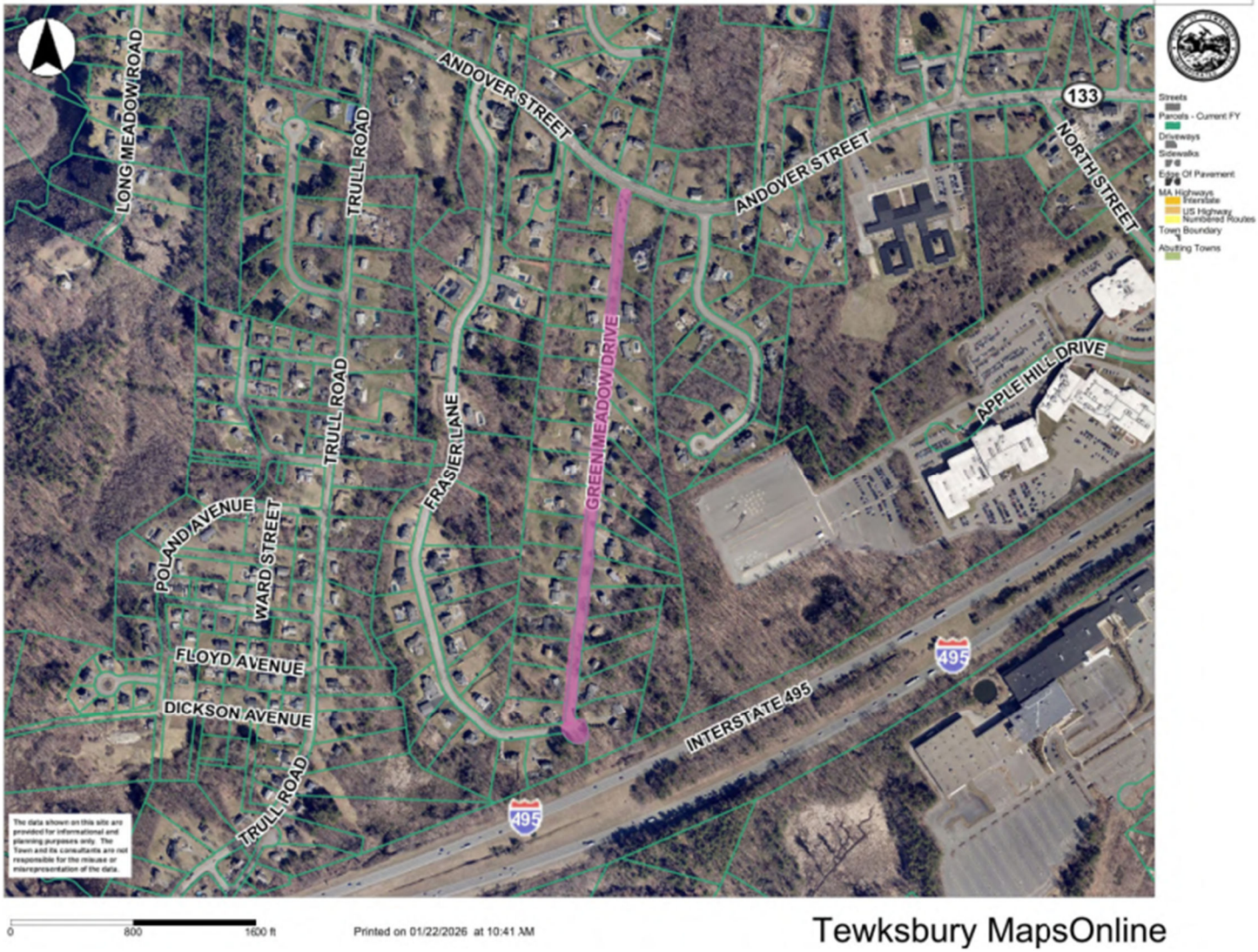
_____
Notary Public

_____
Commission Expiration

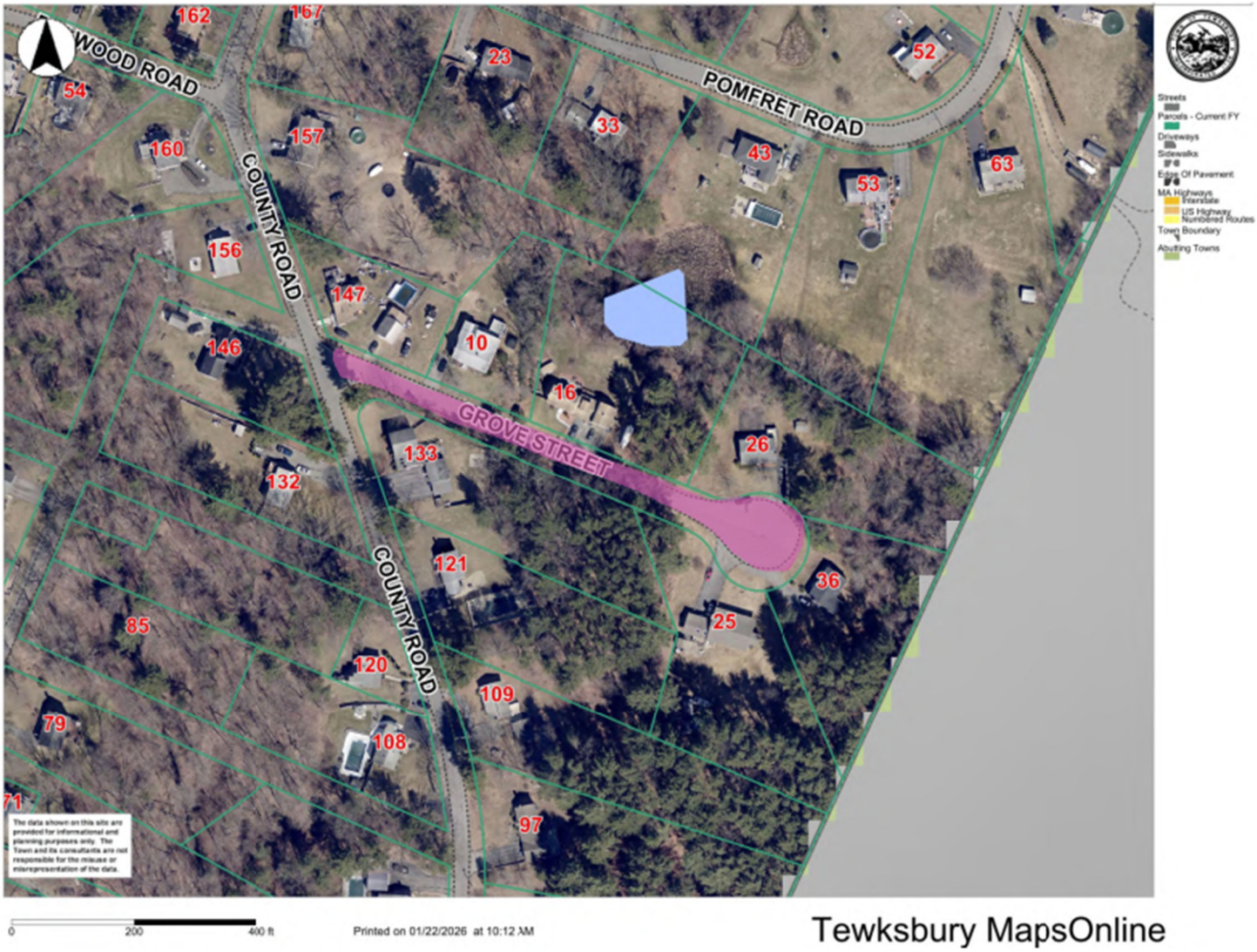
APPENDIX C
LOCUS MAPS OF ROADWAYS TO BE RESURFACED



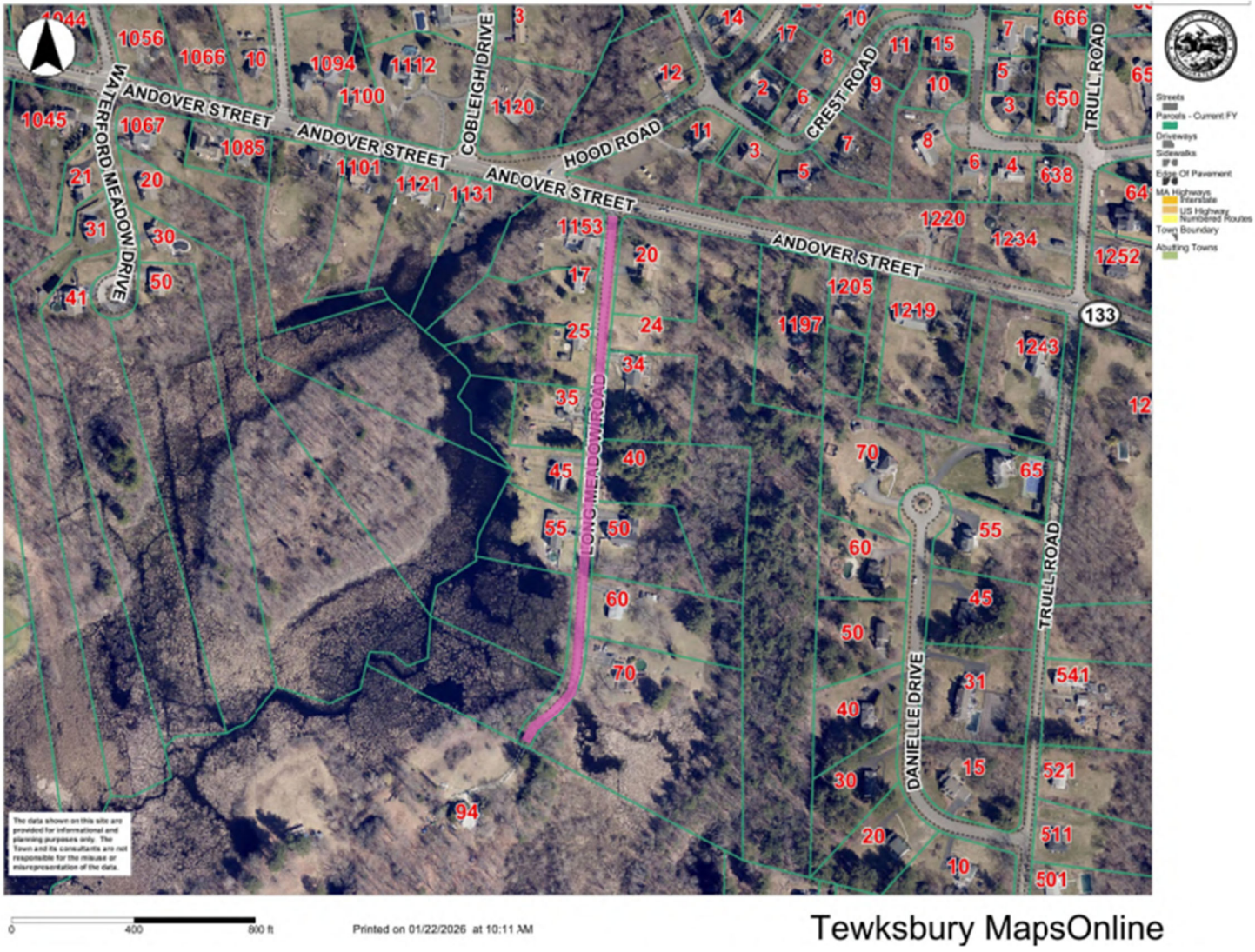
Germano Drive



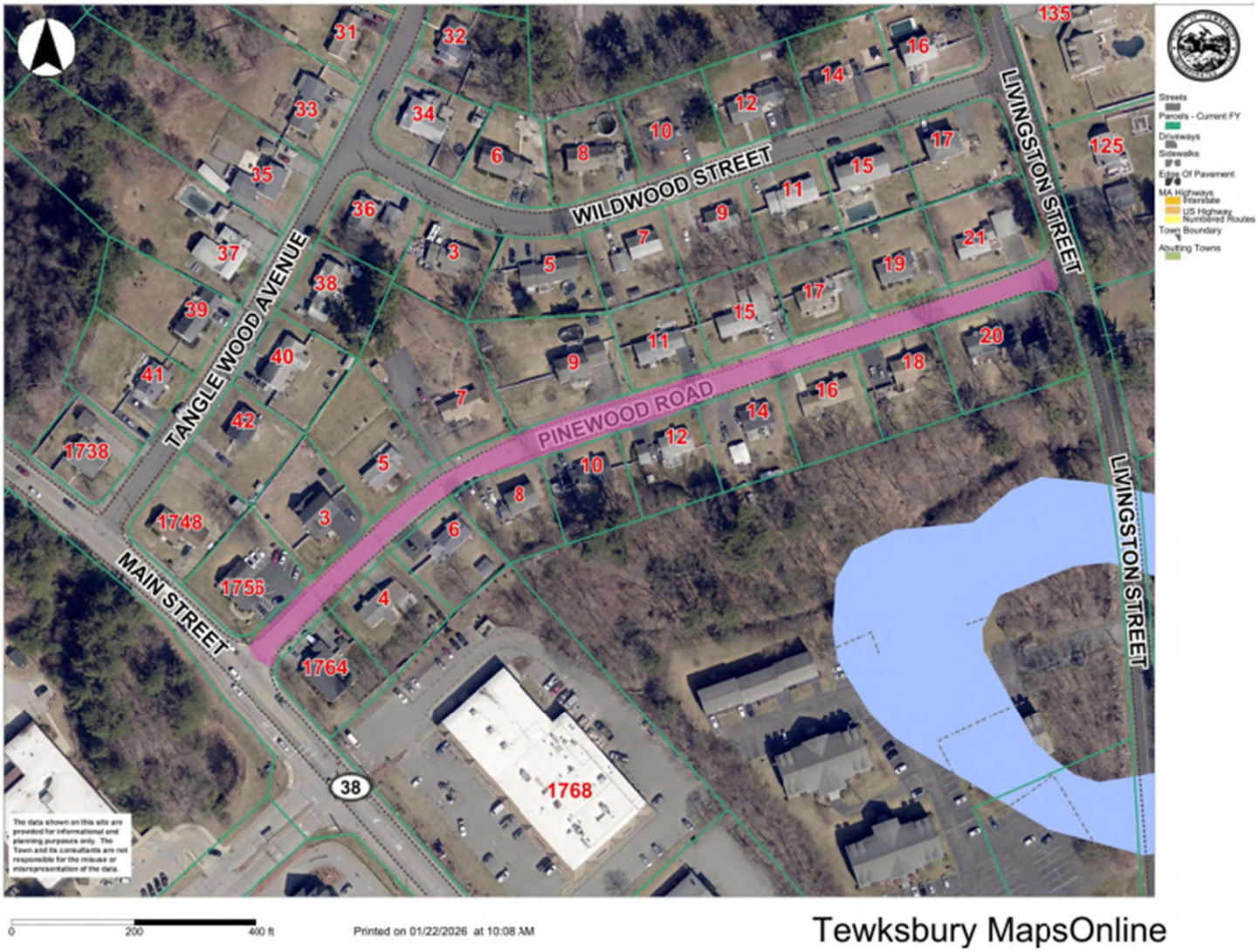
Green Meadow Drive



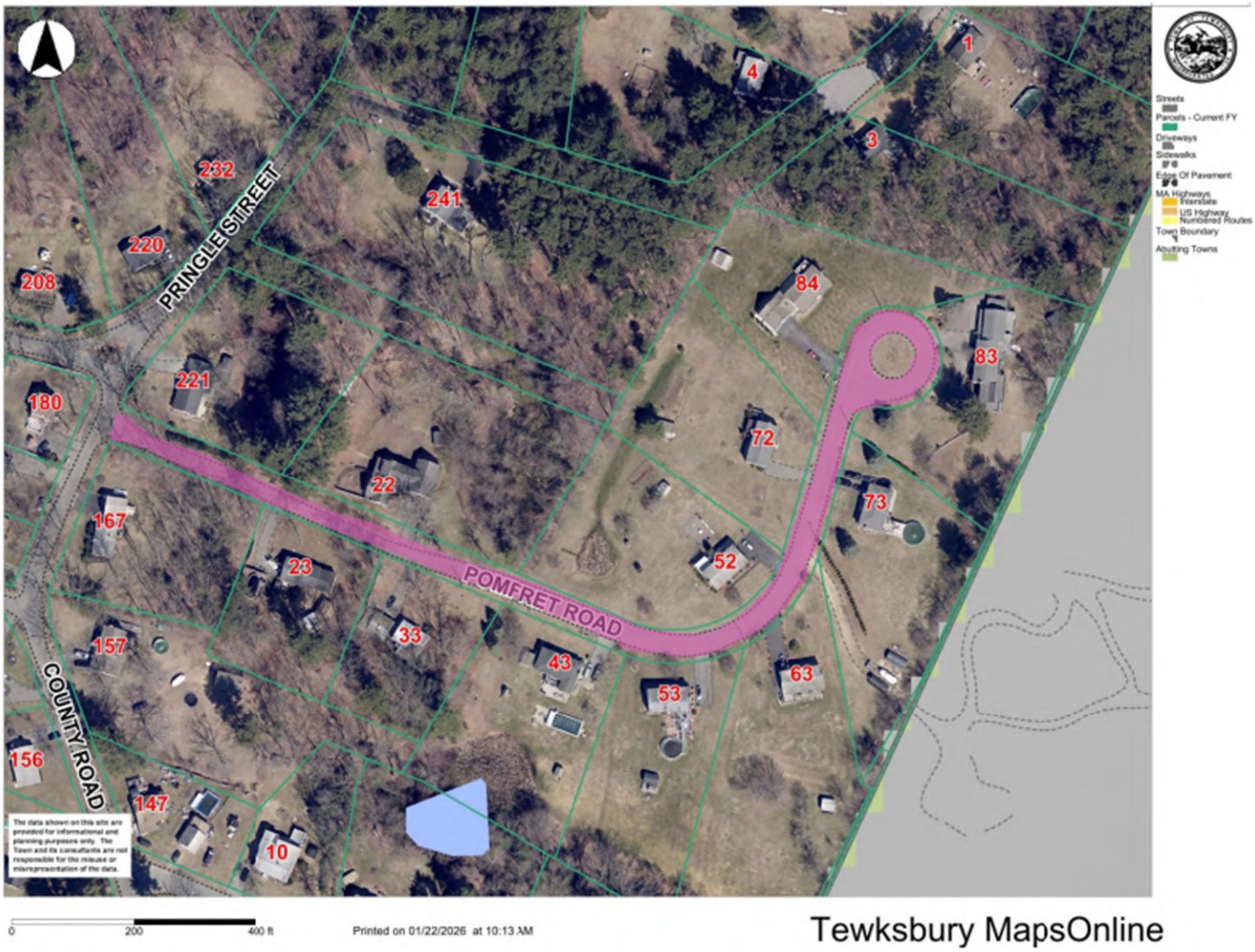
Grove Street



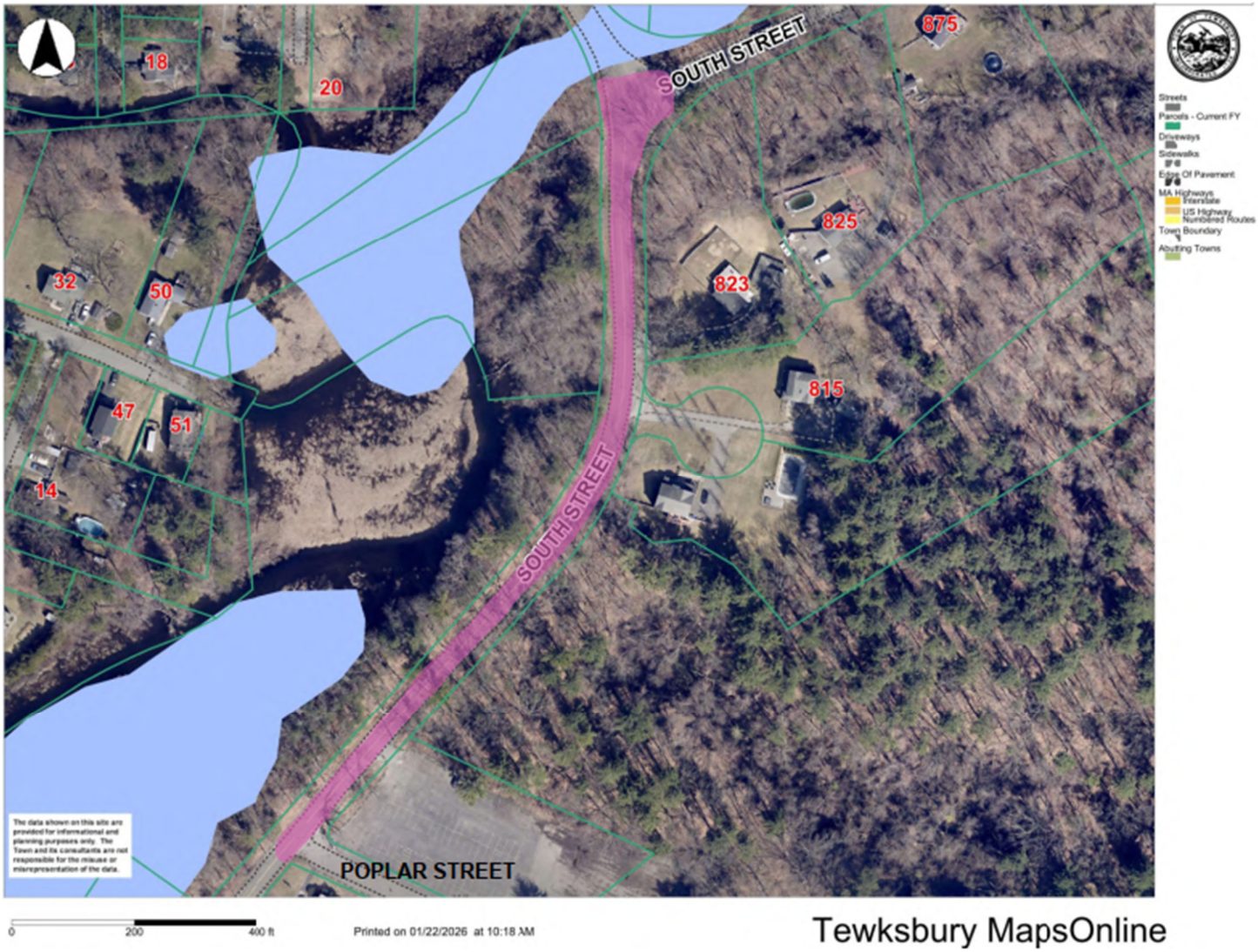
Longmeadow Road



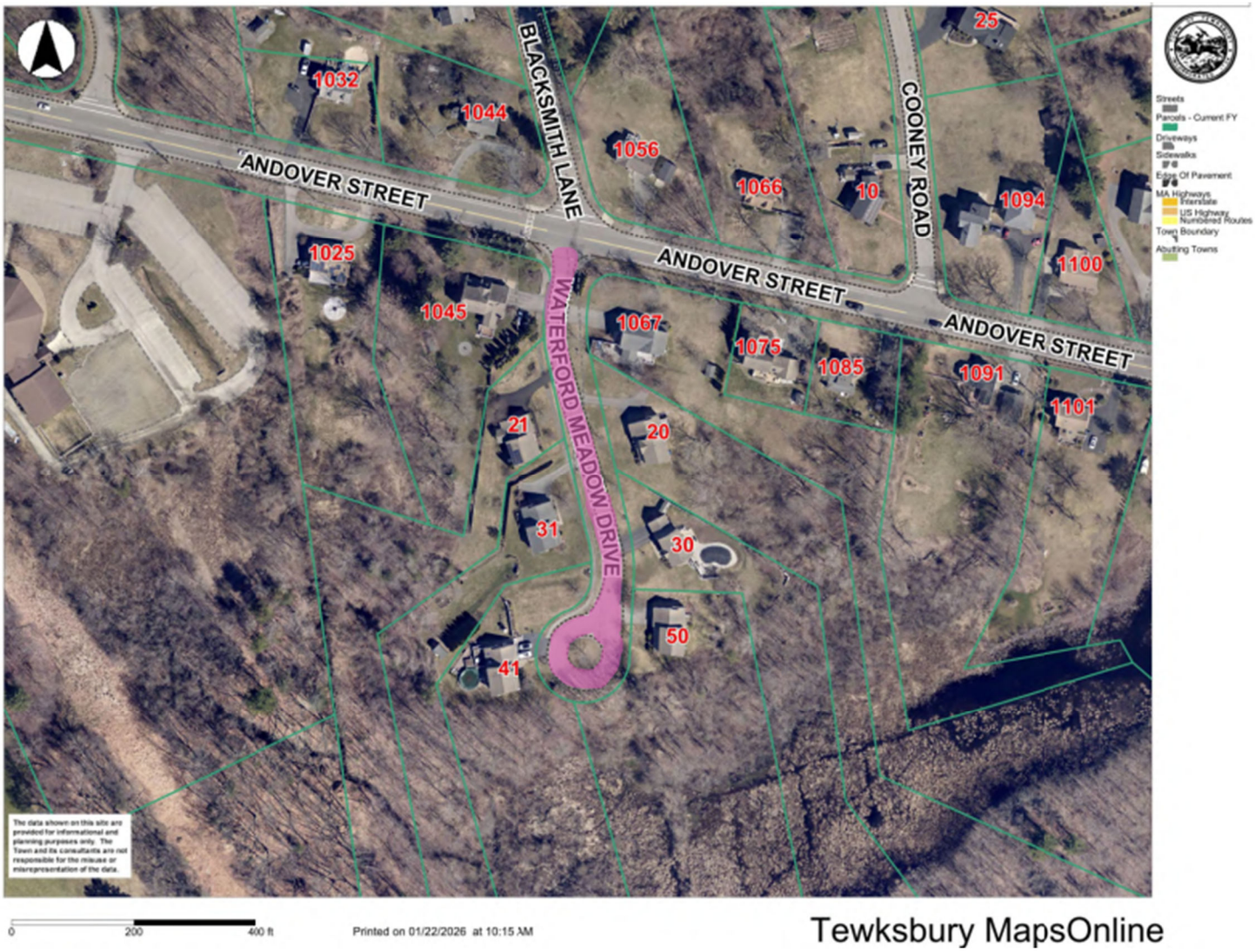
Pinewood Road



Pomfret Road



South Street



Waterford Meadow Drive

APPENDIX D
CONSERVATION COMMISSION DOCUMENTS

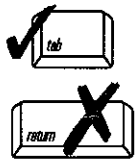
Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

A. General Information

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



From:

Tewksbury Conservation Commission
Conservation Commission

To: Applicant

Christian Mann
Name
999 Whipple Road
Mailing Address
Tewksbury | MA | 01876
City/Town | State | Zip Code

Property Owner (if different from applicant):

Town of Tewksbury
Name
1009 Main Street
Mailing Address
Tewksbury | MA | 01876
City/Town | State | Zip Code

1. Title and Date (or Revised Date if applicable) of Final Plans and Other Documents:

Title	Date
Roadway Resurfacing RDA Plans	01/23/2026

2. Date Request Filed:

01/23/2026

B. Determination

Pursuant to the authority of M.G.L. c. 131, § 40, the Conservation Commission considered your Request for Determination of Applicability, with its supporting documentation, and made the following Determination.

Project Description (if applicable):

Resurfacing and reclaiming roadways and rebuilding drainage structures constructing berms in the roadway.

Project Location:

Various Locations
Street Address
Tewksbury MA
City/Town
N/A
Assessors Map/Plat Number
N/A
Parcel/Lot Number

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

The following Determination(s) is/are applicable to the proposed site and/or project relative to the Wetlands Protection Act and regulations:

Positive Determination
Note: No work within the jurisdiction of the Wetlands Protection Act may proceed until a final Order of Conditions (issued following submittal of a Notice of Intent or Abbreviated Notice of Intent) or Order of Resource Area Delineation (issued following submittal of Simplified Review ANRAD) has been received from the issuing authority (i.e., Conservation Commission or the Department of Environmental Protection).

☐ 1. The area described on the referenced plan(s) is an area subject to protection under the Act. Removing, filling, dredging, or altering of the area requires the filing of a Notice of Intent.

☐ 2a. The boundary delineations of the following resource areas described on the referenced plan(s) are confirmed as accurate. Therefore, the resource area boundaries confirmed in this Determination are binding as to all decisions rendered pursuant to the Wetlands Protection Act and its regulations regarding such boundaries for as long as this Determination is valid.

☐ 2b. The boundaries of resource areas listed below are not confirmed by this Determination, regardless of whether such boundaries are contained on the plans attached to this Determination or to the Request for Determination.

☐ 3. The work described on referenced plan(s) and document(s) is within an area subject to protection under the Act and will remove, fill, dredge, or alter that area. Therefore, said work requires the filing of a Notice of Intent.

☐ 4. The work described on referenced plan(s) and document(s) is within the Buffer Zone and will alter an Area subject to protection under the Act. Therefore, said work requires the filing of a Notice of Intent or ANRAD Simplified Review (if work is limited to the Buffer Zone).

☐ 5. The area and/or work described on referenced plan(s) and document(s) is subject to review and approval by:

Name of Municipality

Pursuant to the following municipal wetland ordinance or bylaw:

Name | Ordinance or Bylaw Citation

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

☐ 6. The following area and/or work, if any, is subject to a municipal ordinance or bylaw but not subject to the Massachusetts Wetlands Protection Act:

☐ 7. If a Notice of Intent is filed for the work in the Riverfront Area described on referenced plan(s) and document(s), which includes all or part of the work described in the Request, the applicant must consider the following alternatives. (Refer to the wetland regulations at 10.58(4)c. for more information about the scope of alternatives requirements):

- ☐ Alternatives limited to the lot on which the project is located.
- ☐ Alternatives limited to the lot on which the project is located, the subdivided lots, and any adjacent lots formerly or presently owned by the same owner.
- ☐ Alternatives limited to the original parcel on which the project is located, the subdivided parcels, any adjacent parcels, and any other land which can reasonably be obtained within the municipality.
- ☐ Alternatives extend to any sites which can reasonably be obtained within the appropriate region of the state.

Negative Determination

Note: No further action under the Wetlands Protection Act is required by the applicant. However, if the Department is requested to issue a Superseding Determination of Applicability, work may not proceed on this project unless the Department fails to act on such request within 35 days of the date the request is post-marked for certified mail or hand delivered to the Department. Work may then proceed at the owner's risk only upon notice to the Department and to the Conservation Commission. Requirements for requests for Superseding Determinations are listed at the end of this document.

☐ 1. The area described in the Request is not an area subject to protection under the Act or the Buffer Zone.

☐ 2. The work described in the Request is within an area subject to protection under the Act, but will not remove, fill, dredge, or alter that area. Therefore, said work does not require the filing of a Notice of Intent.

☒ 3. The work described in the Request is within the Buffer Zone, as defined in the regulations, but will not alter an Area subject to protection under the Act. Therefore, said work does not require the filing of a Notice of Intent, subject to the following conditions (if any).

See attached.

☐ 4. The work described in the Request is not within an Area subject to protection under the Act (including the Buffer Zone). Therefore, said work does not require the filing of a Notice of Intent, unless and until said work alters an Area subject to protection under the Act.

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 2 – Determination of Applicability
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

B. Determination (cont.)

☐ 5. The area described in the Request is subject to protection under the Act. Since the work described therein meets the requirements for the following exemption, as specified in the Act and the regulations, no Notice of Intent is required:

Exempt Activity (site applicable statuatory/regulatory provisions)

☐ 6. The area and/or work described in the Request is not subject to review and approval by:

Name of Municipality

Pursuant to a municipal wetlands ordinance or bylaw.

Name | Ordinance or Bylaw Citation

C. Authorization

This Determination is issued to the applicant and delivered as follows:

☒ by hand delivery on 02/19/2026
Date

☐ by certified mail, return receipt requested on
Date

This Determination is valid for **three years** from the date of issuance (except Determinations for Vegetation Management Plans which are valid for the duration of the Plan). This Determination does not relieve the applicant from complying with all other applicable federal, state, or local statutes, ordinances, bylaws, or regulations.

This Determination must be signed by a majority of the Conservation Commission. A copy must be sent to the appropriate DEP Regional Office (see https://www.mass.gov/service-details/massdep-regional-offices-by-community) and the property owner (if different from the applicant).

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Authorization (cont.)

Signatures:	Printed Name
Signature	Dennis J Sheehan
Signature	Steve Gin
Signature	Daniel S. Ronan
Signature	Linda R Dorman
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see https://www.mass.gov/service-details/massdep-regional-offices-by-community) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

WPA Form 2 – Determination of Applicability

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

C. Authorization (cont.)

Signatures:

Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name
Signature	Printed Name

D. Appeals

The applicant, owner, any person aggrieved by this Determination, any owner of land abutting the land upon which the proposed work is to be done, or any ten residents of the city or town in which such land is located, are hereby notified of their right to request the appropriate Department of Environmental Protection Regional Office (see https://www.mass.gov/service-details/massdep-regional-offices-by-community) to issue a Superseding Determination of Applicability. The request must be made by certified mail or hand delivery to the Department, with the appropriate filing fee and Fee Transmittal Form (see Request for Departmental Action Fee Transmittal Form) as provided in 310 CMR 10.03(7) within ten business days from the date of issuance of this Determination. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant if he/she is not the appellant. The request shall state clearly and concisely the objections to the Determination which is being appealed. To the extent that the Determination is based on a municipal ordinance or bylaw and not on the Massachusetts Wetlands Protection Act or regulations, the Department of Environmental Protection has no appellate jurisdiction.

Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands

Request for Departmental Action Fee Transmittal Form

Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

Provided by DEP

A. Request Information

1. Location of Project

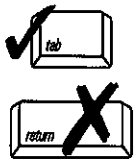
a. Street Address

b. City/Town, Zip

c. Check number

d. Fee amount

Important: When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



2. Person or party making request (if appropriate, name the citizen group's representative):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

3. Applicant (as shown on Determination of Applicability (Form 2), Order of Resource Area Delineation (Form 4B), Order of Conditions (Form 5), Restoration Order of Conditions (Form 5A), or Notice of Non-Significance (Form 6)):

Name

Mailing Address

City/Town

State

Zip Code

Phone Number

Fax Number (if applicable)

4. DEP File Number:

B. Instructions

1. When the Departmental action request is for (check one):

☐ Superseding Order of Conditions – Fee: $120.00 (single family house projects) or $245 (all other projects)

☐ Superseding Determination of Applicability – Fee: $120

☐ Superseding Order of Resource Area Delineation – Fee: $120

Send this form and check or money order, payable to the *Commonwealth of Massachusetts*, to:

Department of Environmental Protection
Box 4062
Boston, MA 02211

B. Instructions (cont.)

2. On a separate sheet attached to this form, state clearly and concisely the objections to the Determination or Order which is being appealed. To the extent that the Determination or Order is based on a municipal bylaw, and not on the Massachusetts Wetlands Protection Act or regulations, the Department has no appellate jurisdiction.

3. Send a **copy** of this form and a **copy** of the check or money order with the Request for a Superseding Determination or Order by certified mail or hand delivery to the appropriate DEP Regional Office (see https://www.mass.gov/service-details/massdep-regional-offices-by-community).

4. A copy of the request shall at the same time be sent by certified mail or hand delivery to the Conservation Commission and to the applicant, if he/she is not the appellant.

TOWN OF TEWKSBURY

1009 MAIN STREET
TEWKSBURY, MASSACHUSETTS 01876
DEPARTMENT OF COMMUNITY DEVELOPMENT

Special Conditions to Accompany the Determination of Applicability:

Conditions may include:

1. The applicant shall install and maintain perimeter controls around the area of work to prevent the deposition of debris into nearby resource areas. Perimeter controls shall remain in place until all areas erodible materials have been stabilized at the site. These controls should act as a limit of work, no equipment can be stored, or work be done past that point.

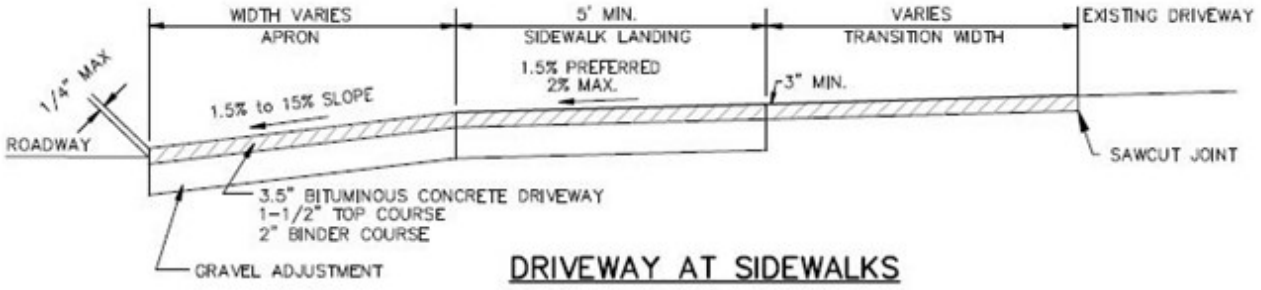
2. Prior to any construction activity commencing, the following must be completed:

   a. ESCs shall be installed by the applicant or an agent of the applicant; and

   b. The Conservation Agent shall inspect and approve of the installed ESCs.

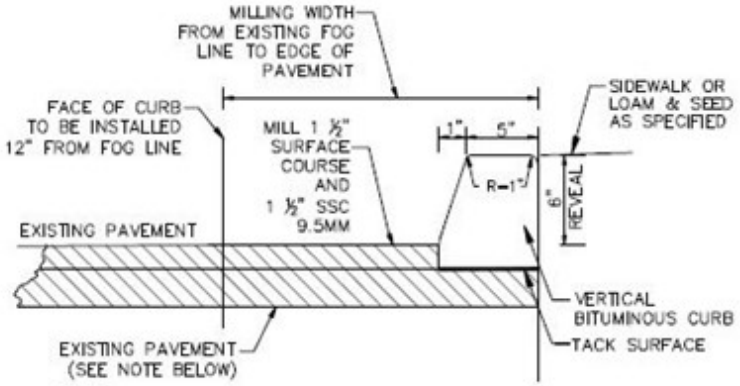
Date of DOA Issuance: 02/19/26

APPENDIX E
MISCELLANEOUS SPECIFICATIONS AND DETAILS



DRIVEWAY AT SIDEWALKS

N.T.S.

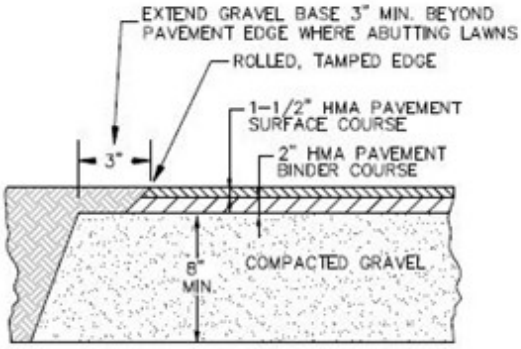


NOTES:

1. THE ENGINEER WILL DETERMINE IN THE FIELD IF A BERM PAD IS NECESSARY OR IF BERM CAN BE TACKED DIRECTLY TO THE EXISTING PAVEMENT
2. BERM PAD IF REQUIRED SHALL INCLUDE EXCAVATION TO SUITABLE SOILS, PLACEMENT OF GRAVEL AND PLACEMENT OF 3" OF HOT MIX ASPHALT FOR SETTING BERM.

BITUMINOUS CURB DETAIL

N.T.S.

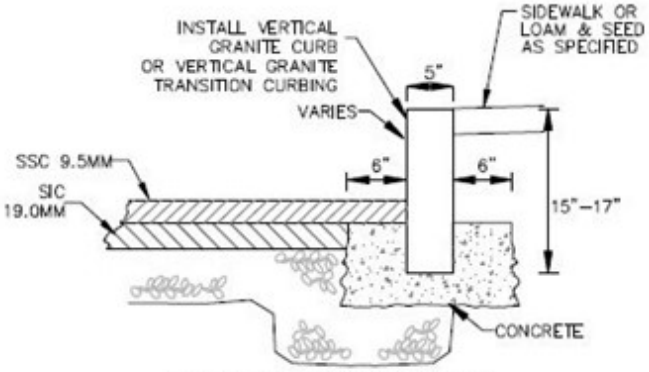


NOTES:

1. PROVIDE JOINT SEALANT WHERE PAVING ABUTS CURBING, WALLS, STEPS, CASTINGS, ETC.

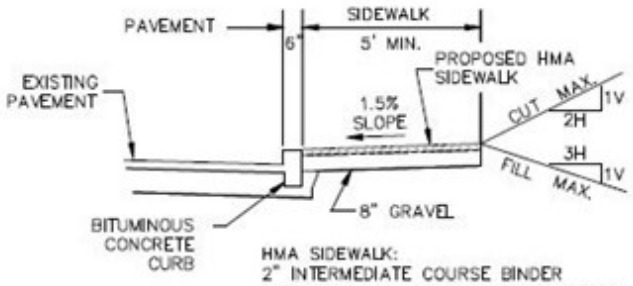
TYPICAL DRIVEWAY PAVEMENT SECTION

N.T.S.



VERTICAL GRANITE CURB

N.T.S.

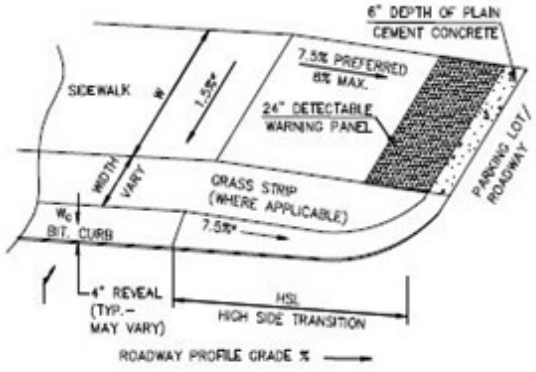


HMA SIDEWALK:
2" INTERMEDIATE COURSE BINDER
1 ½" SURFACE COURSE STANDARD TOP

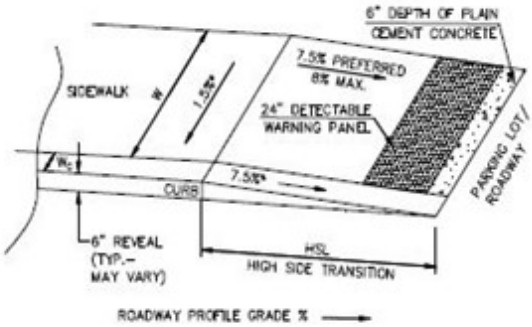
SIDEWALK WITHOUT GRASS STRIP

TYPICAL SIDEWALK WITH BITUMINOUS CONCRETE CURB CROSS SECTION

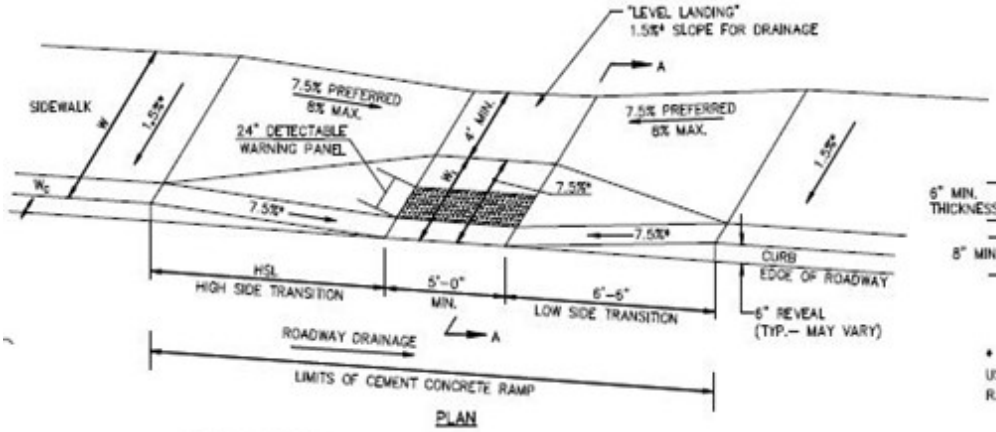
N.T.S.



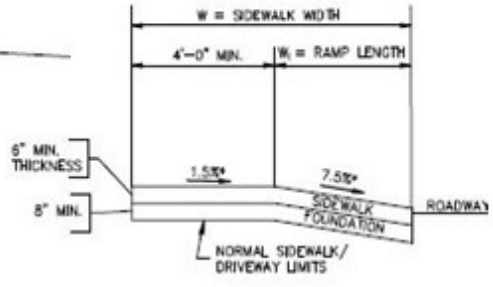
PLAN



PLAN



PLAN



* = TOLERANCE FOR CONSTRUCTION ±0.5%
USEABLE SIDEWALK WIDTH PER ABB = $W-W_c$
RAMP LENGTH, $W_1 = W - (4'-0")$ MIN.

SECTION A-A

DETAIL NOTES:

1. THE DIMENSIONS SHOWN AT ROADWAY EDGE ARE FIXED DISTANCES.
2. RAMP CROSS SECTION TO BE SAME AS ADJACENT SIDEWALK; e.g. DEPTH OF SURFACES.
3. PORTLAND CEMENT CONCRETE RAMPS ARE TO BE TEXTURED BY BROOMING IN A DIRECTION PARALLEL TO THE LENGTH OF THE RAMP.
4. ALL HANDICAP RAMPS SHALL BE PORTLAND CEMENT CONCRETE.
5. CURBING FOR ALL CONCRETE RAMPS SHALL BE GRANITE CURB.
6. THESE DIMENSIONS ARE SUBJECT TO CHANGE IN THE FIELD IF EXISTING APPURTENANCES OR CONDITIONS WILL MAKE THE RAMP LOCATIONS IMPRACTICAL OR UNSAFE.

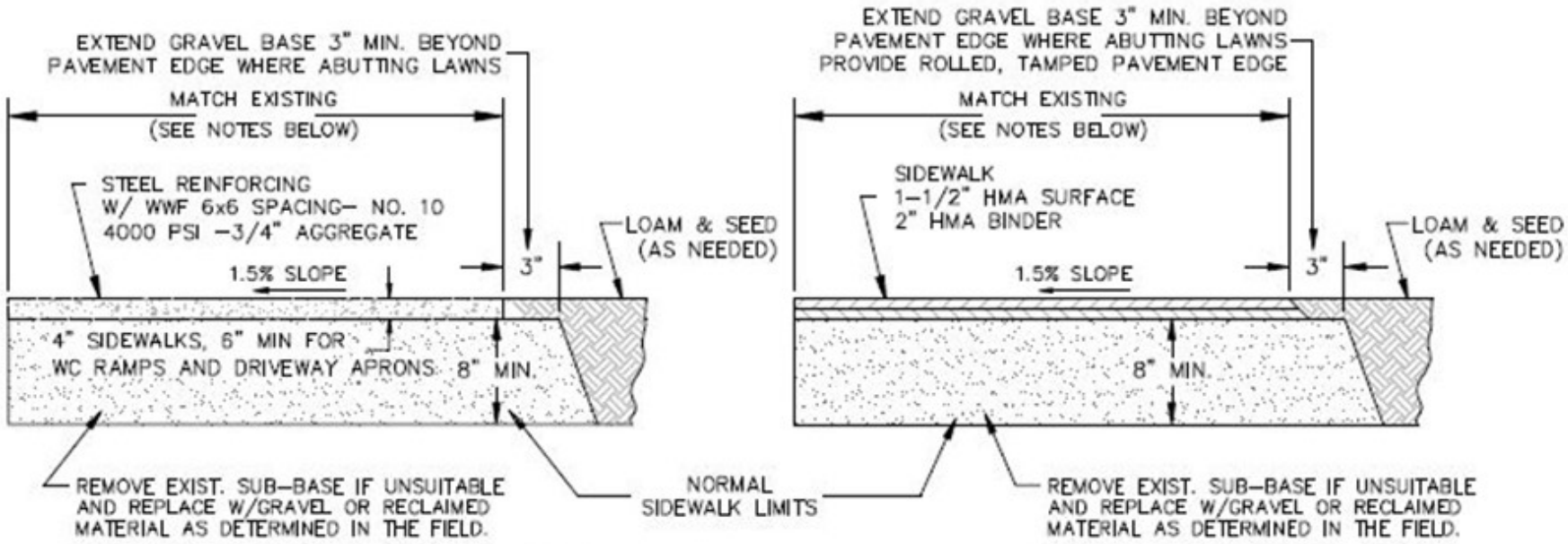
ROADWAY PROFILE GRADE %	*HIGH SIDE TRANSITION LENGTH
0	6'-6"
> 0 - 1	7'-8"
> 1 - 2	9'-0"
> 2 - 3	11'-0"
> 3 - 4	14'-0"
> 4	15'-0" MAX.

* BASED ON DESIGN SLOPE = 7.5% AND A CURB REVEAL OF 6".

CURB TRANSITION LENGTH FOR WHEELCHAIR RAMPS

WHEELCHAIR RAMP NOTES

1. ROADWAY SIDEWALK CROSS SLOPES, FOR BRICK, CEMENT CONCRETE, AND BITUMINOUS CONCRETE, AS INDICATED IN THE STANDARD SPECIFICATIONS, WILL BE 1.5%. A CONSTRUCTION TOLERANCE OF ±0.5% IS ACCEPTABLE ON ROADWAY SIDEWALKS. IN ACCORDANCE WITH 521 CMR THE RULES AND REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD (AAB), THE SIDEWALK CROSS SLOPE CANNOT EXCEED 2.0%.
2. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 3'-3" SHALL BE MAINTAINED PAST ALL OBSTRUCTIONS (UTILITY POLES, SIGNS, SIGNAL FOUNDATIONS AND MASTS, MAILBOXES, ALONG DRIVE OPENINGS, ETC.).
3. THE WHEELCHAIR RAMP SLOPES AND SIDE SLOPES (TRANSITIONS) WILL BE 7.5% WITH A CONSTRUCTION TOLERANCE OF ±0.5%. HOWEVER, THESE SLOPES MAY BE FLATTER WHEN WARRANTED BY SURROUNDING CONDITIONS.
4. IF THE ROAD PROFILE EXCEEDS 4%, THE HIGH SIDE TRANSITION LENGTH UNDER ANY CONDITIONS NEED NOT EXCEED 15'.
5. IN NO CASE WHERE A STOP LINE IS WARRANTED, SHALL A RAMP BE PLACED ON THE TRAFFIC APPROACH SIDE OF THAT STOP LINE.
6. FIXED OBJECTS (I.E. UTILITY POLES, HYDRANTS, SIGNS, SIGNAL FOUNDATIONS, ETC.) MUST NOT ENCROACH UPON ANY PART OF THE WHEELCHAIR RAMP INCLUDING TRANSITION SLOPES.
7. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP, EXCLUDING CURB TRANSITIONS, TO BE LOCATED OUTSIDE THE CROSSWALK OR PEDESTRIAN TRAVEL PATH. THE WHEELCHAIR RAMP ENTRANCE IS TO BE CENTERED IN THE CROSSWALK OR PEDESTRIAN TRAVEL PATH WHENEVER POSSIBLE.
8. CATCH BASINS WHICH ARE IN THE VICINITY OF A WHEELCHAIR RAMP SHALL BE LOCATED UPGRADE OF THE RAMP ENTRANCE.
9. THE ENTRANCE OF A WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
10. TESTING SURFACE: WHEN TESTING WITH A STRAIGHTEDGE PLACED PARALLEL TO THE LINE OF THE SLOPE THERE SHALL BE NO DEVIATION FROM A TRUE SURFACE IN EXCESS OF 1/4".
11. SIDEWALK CONSTRUCTION SHALL BE IN CONFORMANCE WITH MASS HIGHWAY CONSTRUCTION STANDARDS FOR WHEELCHAIR RAMPS.



CEMENT CONCRETE

HMA PAVEMENT

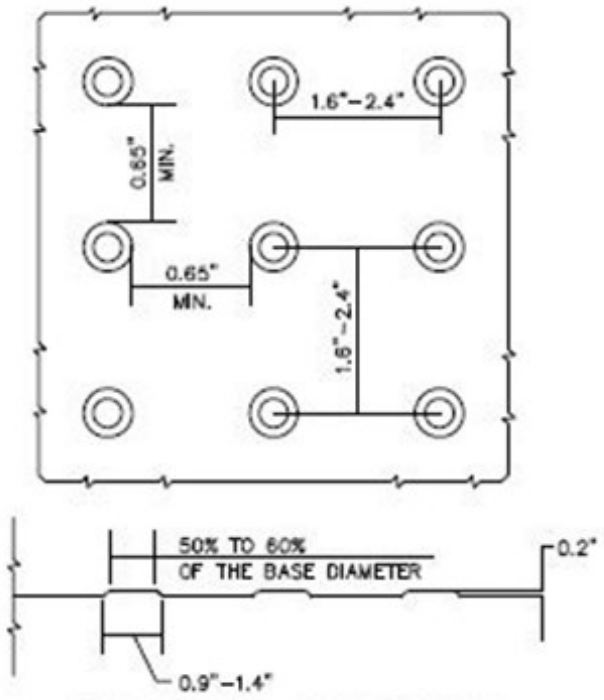
NOTES:

1. GRAVEL IN AREAS OF EXISTING SIDEWALKS WHICH ARE BEING REMOVED OR REPLACED IN THE SAME LOCATION SHALL BE REGRADED AND SUPPLEMENTAL GRAVEL ADDED. ADDITIONAL GRAVEL REQUIRED SHALL BE INCLUDED IN THE ASSOCIATED ITEM.

2. EXCAVATION AND PLACEMENT OF GRAVEL REQUIRED FOR NEW SIDEWALKS, WIDENING SIDEWALKS AND PAVED AREA SHALL BE INCLUDED IN THE ASSOCIATED ITEM. DISPOSAL OF THE EXCAVATED MATERIAL SHALL ALSO BE INCLUDED IN THE ASSOCIATED ITEM.

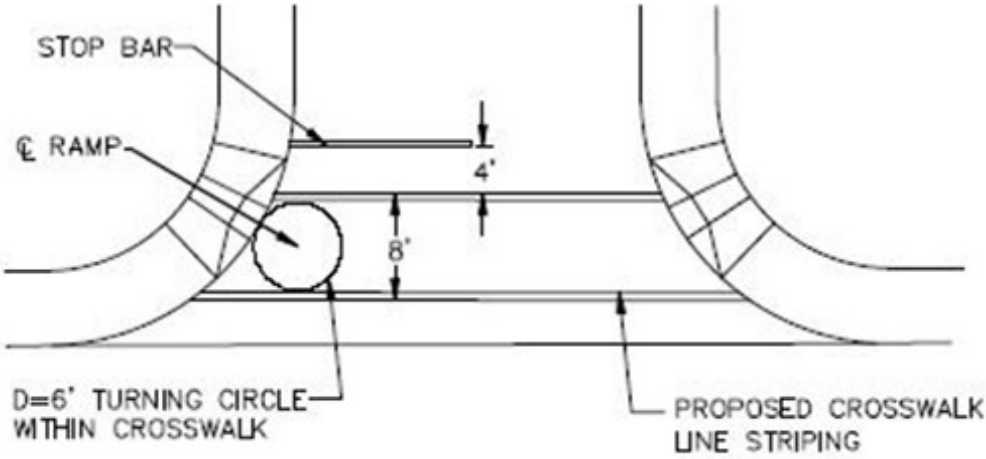
3. REMOVAL OF STUMPS AND CUTTING AND DISPOSAL OF ROOTS SHALL BE INCLUDED IN THE CONTRACT COST TO CONSTRUCT WALKWAYS.

4. PROVIDE JOINT SEALANT WHERE PAVING ABUTS CURBING, WALLS, STEPS, CASTINGS, ETC.



STAMPED CONCRETE DETECTABLE WARNING PANEL

N.T.S.



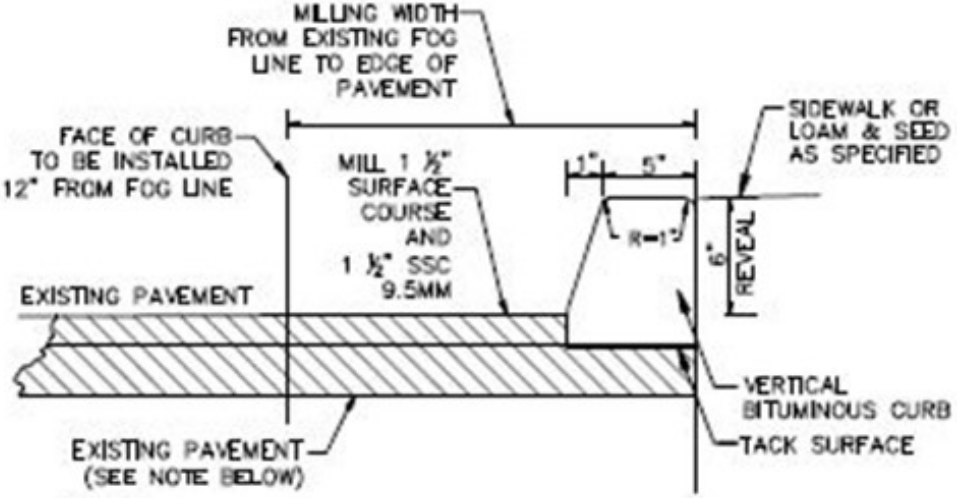
NOTES:

1. CROSSWALKS SHALL BE PAINTED AT ALL PAIRED WHEELCHAIR RAMP LOCATIONS WITHIN THE LIMITS OF WORK.

2. THE CROSSWALKS AND STOP LINES SHALL BE PAINTED WITH 12" WIDE, WHITE REFLECTORIZED, THERMOPLASTIC PAINT IN THE PATTERN SHOWN.

PAIRED WHEELCHAIR RAMP & CROSSWALK DETAIL

N.T.S.

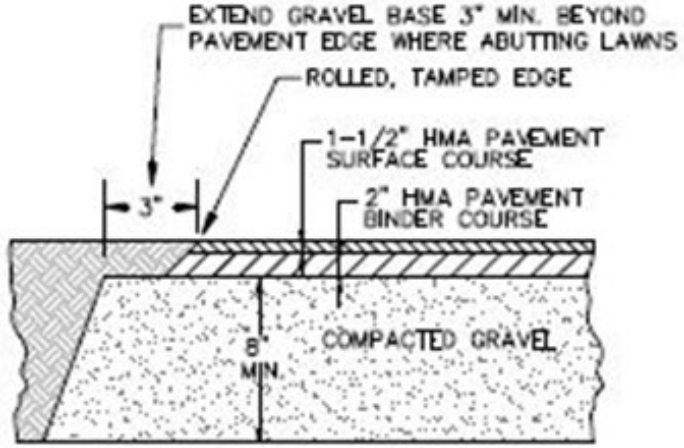

MILLING WIDTH FROM EXISTING FOG LINE TO EDGE OF PAVEMENT
FACE OF CURB TO BE INSTALLED 12" FROM FOG LINE
MILL 1 ½" SURFACE COURSE AND 1 ½" SSC 9.5MM
1"
5"
R=1"
6" REVEAL
SIDEWALK OR LOAM & SEED AS SPECIFIED
EXISTING PAVEMENT
VERTICAL BITUMINOUS CURB
TACK SURFACE
EXISTING PAVEMENT (SEE NOTE BELOW)

NOTES:

1. THE ENGINEER WILL DETERMINE IN THE FIELD IF A BERM PAD IS NECESSARY OR IF BERM CAN BE TACKED DIRECTLY TO THE EXISTING PAVEMENT
2. BERM PAD IF REQUIRED SHALL INCLUDE EXCAVATION TO SUITABLE SOILS, PLACEMENT OF GRAVEL AND PLACEMENT OF 3" OF HOT MIX ASPHALT FOR SETTING BERM.

BITUMINOUS CURB DETAIL

N.T.S.

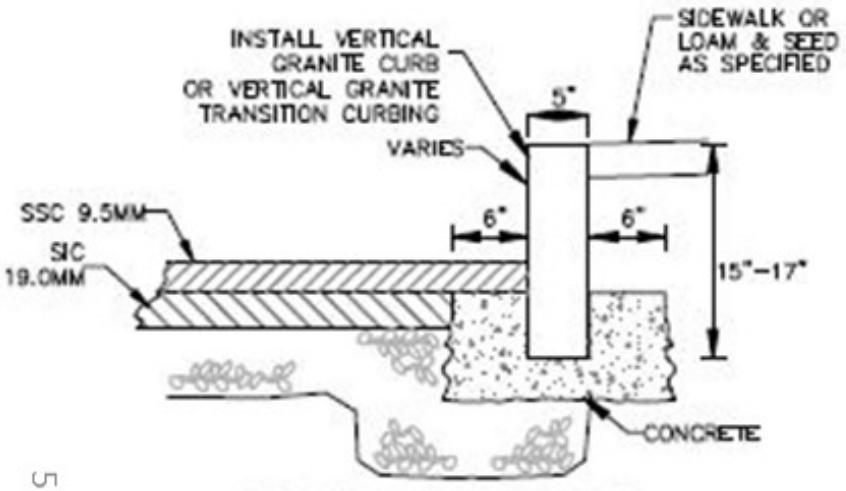

EXTEND GRAVEL BASE 3" MIN. BEYOND PAVEMENT EDGE WHERE ABUTTING LAWNS
ROLLED, TAMPED EDGE
1-1/2" HMA PAVEMENT SURFACE COURSE
2" HMA PAVEMENT BINDER COURSE
3"
8" MIN.
COMPACTED GRAVEL

NOTES:

1. PROVIDE JOINT SEALANT WHERE PAVING ABUTS CURBING, WALLS, STEPS, CASTINGS, ETC.

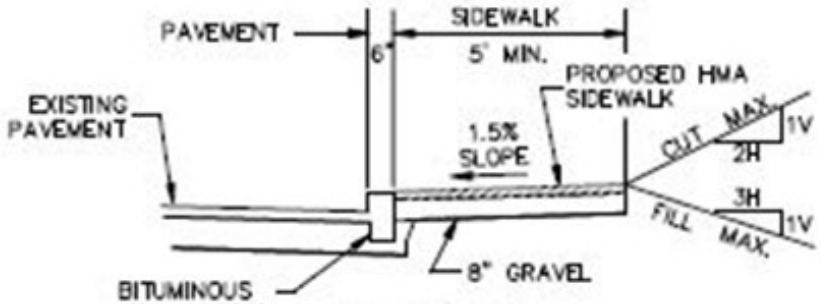
TYPICAL DRIVEWAY PAVEMENT SECTION

N.T.S.



VERTICAL GRANITE CURB

N.T.S.



HMA SIDEWALK:
2" INTERMEDIATE COURSE BINDER
1 ½" SURFACE COURSE STANDARD TOP

SIDEWALK WITHOUT GRASS STRIP

TYPICAL SIDEWALK WITH BITUMINOUS CONCRETE CURB CROSS SECTION

N.T.S.

SIDEWALK AND RAMP NOTES

1. ROADWAY SIDEWALK CROSS SLOPES, FOR BRICK, CEMENT CONCRETE, AND BITUMINOUS CONCRETE, AS INDICATED IN THE STANDARD SPECIFICATIONS, WILL BE 1.5%. A CONSTRUCTION TOLERANCE OF ±0.5% IS ACCEPTABLE ON ROADWAY SIDEWALKS. SIDEWALKS ON BRIDGES WILL BE CONSTRUCTED TO A CROSS SLOPE OF 1.0% IN ACCORD WITH BRIDGE POLICY. (REFER TO STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, SECTION 700.) IN ACCORDANCE WITH 521 CMR THE RULES AND REGULATIONS OF THE ARCHITECTURAL ACCESS BOARD (AAB), THE SIDEWALK CROSS SLOPE CANNOT EXCEED 2.0%.

2. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 3'–3" (1.00 m) SHALL BE MAINTAINED PAST ALL OBSTRUCTIONS (UTILITY POLES, SIGNS, SIGNAL FOUNDATIONS AND MASTS, MAILBOXES, ALONG DRIVE OPENINGS, ETC.).

3. THE WHEELCHAIR RAMP SLOPES AND SIDE SLOPES (TRANSITIONS) WILL BE 7.5% WITH A CONSTRUCTION TOLERANCE OF ±0.5%. HOWEVER, THESE SLOPES MAY BE FLATTER WHEN WARRANTED BY SURROUNDING CONDITIONS.

4. WHERE THE ROAD PROFILE EXCEEDS 4%, THE HIGH SIDE TRANSITION LENGTH UNDER ANY CONDITIONS NEED NOT EXCEED 4.57m (15').

5. IN NO CASE WHERE A STOP LINE IS WARRANTED, SHALL A RAMP BE PLACED ON THE TRAFFIC APPROACH SIDE OF THAT STOP LINE.

6. FIXED OBJECTS (I.E. UTILITY POLES, HYDRANTS, SIGNS, SIGNAL FOUNDATIONS, ETC.) MUST NOT ENCROACH ON ANY PART OF THE WHEELCHAIR RAMP INCLUDING TRANSITION SLOPES.

7. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP, EXCLUDING CURB TRANSITIONS, TO BE LOCATED OUTSIDE THE CROSSWALK. THE WHEELCHAIR RAMP ENTRANCE IS TO BE CENTERED IN THE CROSSWALK WHENEVER POSSIBLE.

8. CATCH BASINS WHICH ARE IN THE VICINITY OF A WHEELCHAIR RAMP SHALL BE LOCATED UPGRADE OF THE RAMP ENTRANCE.

9. THE ENTRANCE OF A WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.

10. TESTING SURFACE: WHEN TESTING WITH A STRAIGHTEDGE PLACED PARALLEL TO THE LINE OF THE SLOPE THERE SHALL BE NO DEVIATION FROM A TRUE SURFACE IN EXCESS OF 1/4" (6 mm).

11. SIDEWALK CONSTRUCTION SHALL BE IN CONFORMANCE WITH MASS HIGHWAY CONSTRUCTION STANDARD FOR HANDICAPPED RAMPS. SEE CONTRACT DOCUMENTS AND SPECIFICATIONS FOR COPIES OF WHEELCHAIR RAMP DETAILS REQUIRED ON THE PROJECT.

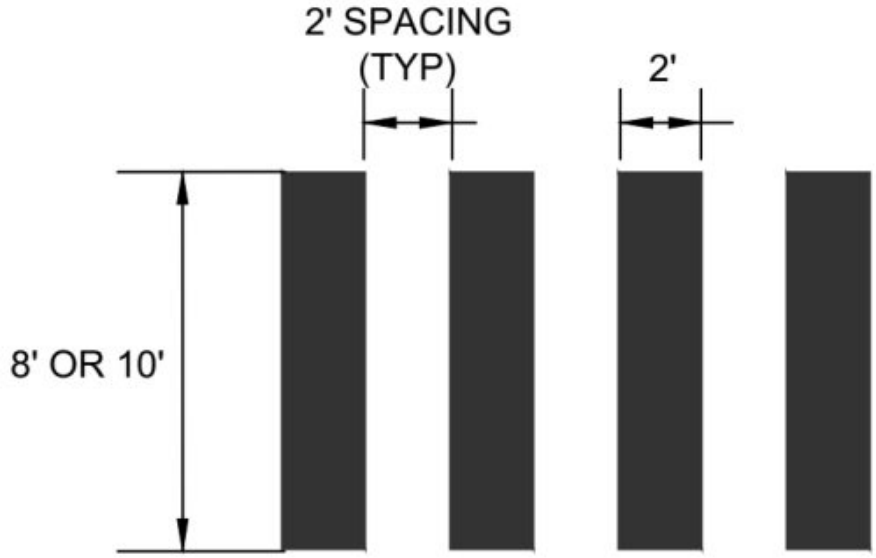
12. EACH WHEELCHAIR RAMP SHALL HAVE A POURED INPLACE, ADS DETECTABLE WARNING PANEL. PANELS SHALL BE ALIGNED TO THE BACK OF THE PROPOSED CURB RADIUS AS REQUIRED.

NOTES:
1. EDGE OF CROSSWALK SHALL BE LOCATED 4' FROM ANY PROPOSED OR RETAINED STOP LINES.

CROSSWALK TYPE A

NOT TO SCALE

CROSSWALK TYPE A (ITEM 860.112) TO BE UTILIZED AT CROSSWALK LOCATED AT THE ENDS OF ROADWAYS AND AT STOP CONTROLLED OR SIGNALIZED INTERSECTIONS

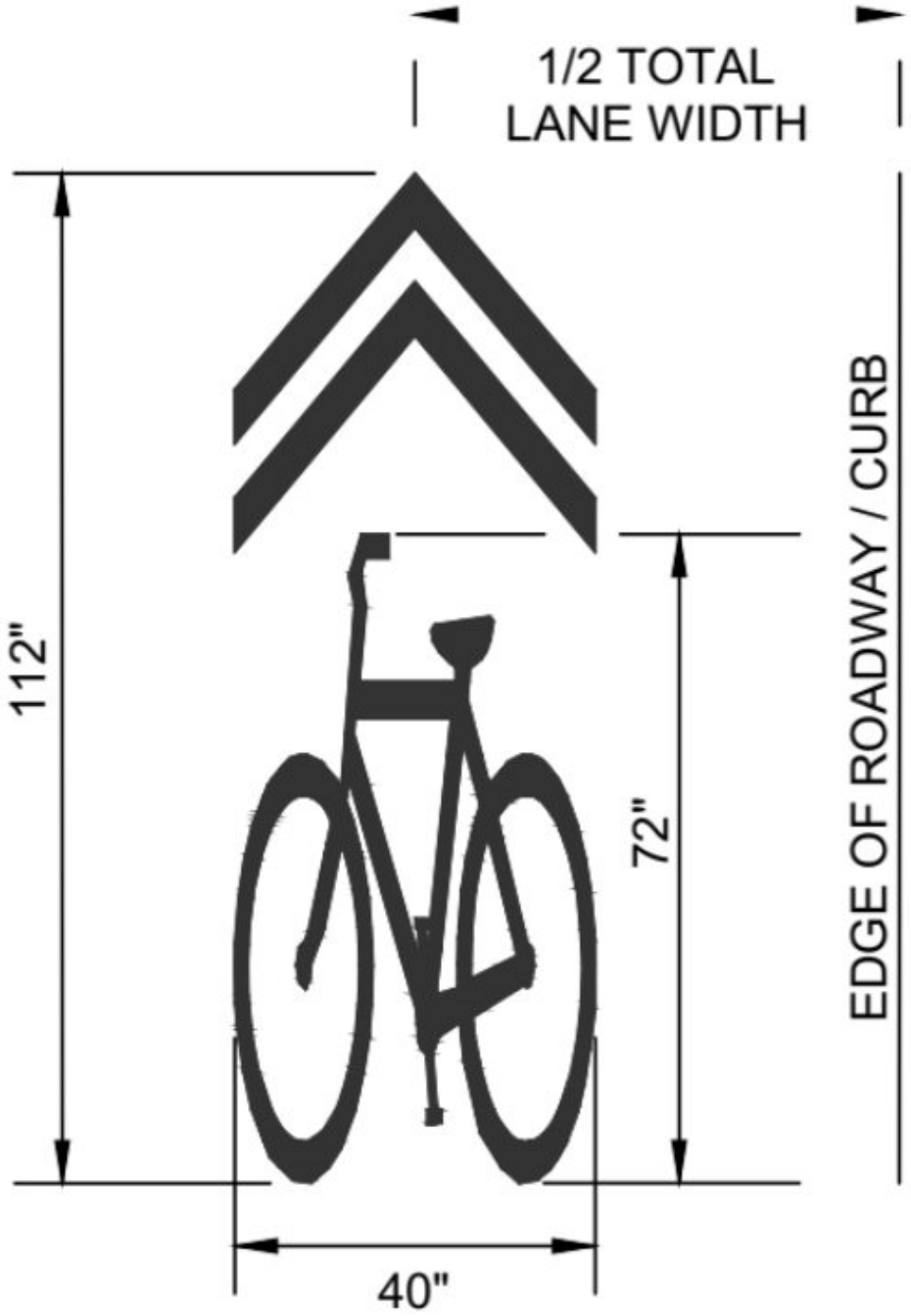


NOTES:
1. EDGE OF CROSSWALK SHALL BE LOCATED 4' FROM ANY PROPOSED OR RETAINED STOP LINES.

CROSSWALK TYPE B

NOT TO SCALE

CROSSWALK TYPE B (ITEM 860.112) TO BE UTILIZED AT MID-BLOCK CROSSWALK LOCATIONS



SHARED LANE MARKING DETAIL

NOT TO SCALE

ITEM 864.04 Pavement Arrows and Legends Reflectorized White (Thermoplastic)
31.11 Square Feet Per Each

APPENDIX F
PREVAILING WAGE RATES

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS
Prevailing Wage Rates

MAURA HEALEY
Governor
KIM DRISCOLL
Lt. Governor

As determined by the Director under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27H

LAUREN JONES
Secretary
MICHAEL FLANAGAN
Director

Awarding Authority:	Tewksbury - Department of Public Works	**City/Town:**	TEWKSBURY
Contract Number:	PW-26-17		
Description of Work:	Patching and paving of roadways, driveway aprons and sidewalks, milling, excavation, HMA leveling, backfill, grading, and line painting at various locations in town.		
Job Location:	Townwide Tewksbury MA		

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, the awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. The updated wage schedule must be provided to all contractors, including general and sub-contractors, working on the construction project.
- This annual update requirement is generally not applicable to 27F “rental of equipment” contracts. For such contracts, the prevailing wage rates issued by DLS shall remain in effect for the duration of the contract term. However, if the prevailing wage rate sheet issued does not contain wage rates for each year covered by the contract term, the Awarding Authority must request updated rate sheets from DLS and provide them to the contractor to ensure the correct rates are being paid throughout the duration of the contract. Additionally, if an Awarding Authority exercises an option to renew or extend the contract term, they must request updated rate sheets form DLS and provide them to the contractor.
- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the “Wage Request Number” on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c.149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or a sub-contractor.
- Apprentices working on the project are required to be registered with the Massachusetts Division of Apprentice Standards (DAS). Apprentices must keep their apprentice identification card on their persons during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DAS regardless of whether they are registered with another federal, state, local, or private agency must be paid the journeyworker's rate.**
- Every contractor or subcontractor working on the construction project must submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee’s name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. For a sample payroll reporting form go to http://www.mass.gov/dols/pw.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Contractors must obtain the wage schedules from awarding authorities. Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and criminal penalties.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may file a complaint with the Fair Labor Division of the office of the Attorney General at (617) 727-3465.

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$40.95	$16.17	$21.78	$0.00	$0.00	$78.90
	6/1/2026	$41.95	$16.17	$21.78	$0.00	$0.00	$79.90
	12/1/2026	$41.95	$16.17	$23.52	$0.00	$0.00	$81.64
	1/1/2027	$41.95	$16.77	$23.52	$0.00	$0.00	$82.24
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.02	$16.17	$21.78	$0.00	$0.00	$78.97
	6/1/2026	$42.02	$16.17	$21.78	$0.00	$0.00	$79.97
	12/1/2026	$42.02	$16.17	$23.52	$0.00	$0.00	$81.71
	1/1/2027	$42.02	$16.77	$23.52	$0.00	$0.00	$82.31
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.14	$16.17	$21.78	$0.00	$0.00	$79.09
	6/1/2026	$42.14	$16.17	$21.78	$0.00	$0.00	$80.09
	12/1/2026	$42.14	$16.17	$23.52	$0.00	$0.00	$81.83
	1/1/2027	$42.14	$16.77	$23.52	$0.00	$0.00	$82.43
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1) For apprentice rates see "Apprentice- PILE DRIVER"	1/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
AIR TRACK OPERATOR LABORERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
AIR TRACK OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY) For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/1/2025	$44.80	$14.50	$4.30	$6.75	$0.00	$70.35
ASPHALT RAKER LABORERS LABORERS - ZONE 2 For apprentice rates see "Apprentice- LABORER"	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
ASPHALT RAKER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BACKHOE/FRONT-END LOADER	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
BARCO-TYPE JUMPING TAMPER	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
LABORERS	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
LABORERS - ZONE 2	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
BLOCK PAVER, RAMMER / CURB SETTER (HEAVY & HIGHWAY)	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
LABORERS	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
BOILER MAKER	1/1/2024	$48.12	$7.07	$14.60	$6.00	$0.00	$75.79
BOILERMAKERS LOCAL 29							
BOILERMAKERS LOCAL 29							

Apprentice: BOILER MAKER

Effective Date: 1/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
2	65.00	$31.28	$7.07	$9.32	$3.90	$0.00	$51.57
3	70.00	$33.68	$7.07	$10.03	$4.20	$0.00	$54.98
4	75.00	$36.09	$7.07	$10.74	$4.50	$0.00	$58.40
5	80.00	$38.50	$7.07	$11.45	$4.80	$0.00	$61.82
6	85.00	$40.90	$7.07	$12.18	$5.10	$0.00	$65.25

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: BOILER MAKER							
Effective Date: 1/1/2024							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
7 / 90.00		$43.31	$7.07	$12.88	$5.40	$0.00	$68.66
8 / 95.00		$45.71	$7.07	$13.62	$5.70	$0.00	$72.10
Apprentice to Journeyworker Ratio: 1:4							
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 (LOWELL)	2/1/2026	$65.81	$12.84	$15.57	$7.33	$0.00	$101.55
	8/1/2026	$68.01	$12.84	$15.57	$7.33	$0.00	$103.75
	2/1/2027	$69.41	$12.84	$15.57	$7.33	$0.00	$105.15
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 2/1/2026							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 50.00		$32.91	$12.84	$15.57	$7.33	$0.00	$68.65
2 / 60.00		$39.49	$12.84	$15.57	$7.33	$0.00	$75.23
3 / 70.00		$46.07	$12.84	$15.57	$7.33	$0.00	$81.81
4 / 80.00		$52.65	$12.84	$15.57	$7.33	$0.00	$88.39
5 / 90.00		$59.23	$12.84	$15.57	$7.33	$0.00	$94.97
Apprentice: BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)							
Effective Date: 8/1/2026							
Step / Percent		**Apprentice Base Wage**	**Health**	**Pension**	**Annuity**	**Supplemental Unemployment**	**Total Rate**
1 / 50.00		$34.01	$12.84	$15.57	$7.33	$0.00	$69.75
2 / 60.00		$40.81	$12.84	$15.57	$7.33	$0.00	$76.55
3 / 70.00		$47.61	$12.84	$15.57	$7.33	$0.00	$83.35
4 / 80.00		$54.41	$12.84	$15.57	$7.33	$0.00	$90.15
5 / 90.00		$61.21	$12.84	$15.57	$7.33	$0.00	$96.95
Apprentice to Journeyworker Ratio: 1:5							
BULLDOZER/GRADER/SCRAPER OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
CAISSON & UNDERPINNING BOTTOM MAN LABORERS LABORERS - FOUNDATION AND MARINE	12/1/2025	$49.10	$10.65	$9.75	$9.80	$0.00	$79.30
	6/1/2026	$50.65	$10.65	$9.75	$9.80	$0.00	$80.85
	12/1/2026	$52.15	$10.65	$9.75	$9.80	$0.00	$82.35
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING LABORER LABORERS	12/1/2025	$47.95	$10.65	$9.75	$9.80	$0.00	$78.15
	6/1/2026	$49.50	$10.65	$9.75	$9.80	$0.00	$79.70

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.00	$10.65	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
CAISSON & UNDERPINNING TOP MAN	12/1/2025	$48.28	$10.65	$9.75	$9.80	$0.00	$78.48
LABORERS	6/1/2026	$49.83	$10.65	$9.75	$9.80	$0.00	$80.03
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.33	$10.65	$9.75	$9.80	$0.00	$81.53
For apprentice rates see "Apprentice- LABORER"							
CARBIDE CORE DRILL OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CARPENTER	9/1/2025	$50.35	$10.33	$11.47	$8.50	$0.00	$80.65
CARPENTERS	3/1/2026	$51.60	$10.33	$11.47	$8.50	$0.00	$81.90
CARPENTERS -ZONE 2 (Eastern Massachusetts)	9/1/2026	$52.85	$10.33	$11.47	$8.50	$0.00	$83.15
	3/1/2027	$54.10	$10.33	$11.47	$8.50	$0.00	$84.40

Apprentice: CARPENTER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$22.66	$10.33	$0.00	$1.73	$0.00	$34.72
2	45.00	$22.66	$10.33	$0.00	$1.73	$0.00	$34.72
3	55.00	$27.69	$10.33	$0.00	$3.40	$0.00	$41.42
4	55.00	$27.69	$10.33	$0.00	$3.40	$0.00	$41.42
5	70.00	$35.25	$10.33	$11.41	$5.10	$0.00	$62.09
6	70.00	$35.25	$10.33	$11.41	$5.10	$0.00	$62.09
7	80.00	$40.28	$10.33	$11.44	$6.80	$0.00	$68.85
8	80.00	$40.28	$10.33	$11.44	$6.80	$0.00	$68.85

Apprentice: CARPENTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.22	$10.33	$0.00	$1.73	$0.00	$35.28
2	45.00	$23.22	$10.33	$0.00	$1.73	$0.00	$35.28
3	55.00	$28.38	$10.33	$0.00	$3.40	$0.00	$42.11
4	55.00	$28.38	$10.33	$0.00	$3.40	$0.00	$42.11
5	70.00	$36.12	$10.33	$11.41	$5.10	$0.00	$62.96
6	70.00	$36.12	$10.33	$11.41	$5.10	$0.00	$62.96
7	80.00	$41.28	$10.33	$11.44	$6.80	$0.00	$69.85
8	80.00	$41.28	$10.33	$11.44	$6.80	$0.00	$69.85

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:5							
CARPENTER WOOD FRAME	10/1/2025	$27.75	$7.02	$3.80	$1.00	$0.00	$39.57
CARPENTERS	10/1/2026	$28.85	$7.02	$3.80	$1.00	$0.00	$40.67
CARPENTERS-ZONE 3 (Wood Frame)							
All Aspects of New Wood Frame Work							

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
2	60.00	$16.65	$7.02	$0.00	$0.00	$0.00	$23.67
3	65.00	$18.04	$7.02	$0.00	$1.00	$0.00	$26.06
4	70.00	$19.43	$7.02	$0.00	$1.00	$0.00	$27.45
5	75.00	$20.81	$7.02	$3.80	$1.00	$0.00	$32.63
6	80.00	$22.20	$7.02	$3.80	$1.00	$0.00	$34.02
7	85.00	$23.59	$7.02	$3.80	$1.00	$0.00	$35.41
8	90.00	$24.98	$7.02	$3.80	$1.00	$0.00	$36.80

Apprentice: CARPENTER WOOD FRAME

Effective Date: 10/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$17.31	$7.02	$0.00	$0.00	$0.00	$24.33
2	60.00	$17.31	$7.02	$0.00	$0.00	$0.00	$24.33
3	65.00	$18.75	$7.02	$0.00	$1.00	$0.00	$26.77
4	70.00	$20.20	$7.02	$0.00	$1.00	$0.00	$28.22
5	75.00	$21.64	$7.02	$3.80	$1.00	$0.00	$33.46
6	80.00	$23.08	$7.02	$3.80	$1.00	$0.00	$34.90
7	85.00	$24.52	$7.02	$3.80	$1.00	$0.00	$36.34
8	90.00	$25.97	$7.02	$3.80	$1.00	$0.00	$37.79

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice to Journeyworker Ratio: 1:5							
CEMENT MASONRY/PLASTERING	1/1/2026	$53.24	$13.35	$16.43	$7.78	$1.80	$92.60
PLASTERERS AND CEMENT MASONS LOCAL 534	7/1/2026	$54.49	$13.35	$16.43	$7.78	$1.80	$93.85
Plasterers and Cement Masons - Zone 1	1/1/2027	$55.94	$13.35	$16.43	$7.78	$1.80	$95.30
	7/1/2027	$57.29	$13.35	$16.43	$7.78	$1.80	$96.65
	1/1/2028	$58.64	$13.35	$16.43	$7.78	$1.80	$98.00

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.62	$13.35	$16.43	$0.00	$0.00	$56.40
2	60.00	$31.94	$13.35	$16.43	$7.78	$1.80	$71.30

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	65.00	$34.61	$13.35	$16.43	$7.78	$1.80	$73.97
4	70.00	$37.27	$13.35	$16.43	$7.78	$1.80	$76.63
5	75.00	$39.93	$13.35	$16.43	$7.78	$1.80	$79.29
6	80.00	$42.59	$13.35	$16.43	$7.78	$1.80	$81.95
7	90.00	$47.92	$13.35	$16.43	$0.00	$0.00	$77.70

Apprentice: CEMENT MASONRY/PLASTERING

Effective Date: 7/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.25	$13.35	$16.43	$0.00	$0.00	$57.03
2	60.00	$32.69	$13.35	$16.43	$7.78	$1.80	$72.05
3	65.00	$35.42	$13.35	$16.43	$7.78	$1.80	$74.78
4	70.00	$38.14	$13.35	$16.43	$7.78	$1.80	$77.50
5	75.00	$40.87	$13.35	$16.43	$7.78	$1.80	$80.23
6	80.00	$43.59	$13.35	$16.43	$7.78	$1.80	$82.95
7	90.00	$49.04	$13.35	$0.00	$7.78	$0.00	$70.17

Apprentice to Journeyworker Ratio: 1:5

CHAIN SAW OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$60.48	$16.05	$13.25	$3.25	$0.00	$93.03
	6/1/2026	$61.81	$16.05	$13.25	$3.25	$0.00	$94.36
	12/1/2026	$63.29	$16.05	$13.25	$3.25	$0.00	$95.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$37.97	$16.05	$13.25	$3.25	$0.00	$70.52
	6/1/2026	$38.83	$16.05	$13.25	$3.25	$0.00	$71.38
	12/1/2026	$39.78	$16.05	$13.25	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DELEADER (BRIDGE) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.60	$0.00	$94.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: DELEADER (BRIDGE)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN	12/1/2025	$48.00	$10.65	$9.75	$9.65	$0.00	$78.05
LABORERS	6/1/2026	$49.55	$10.65	$9.75	$9.65	$0.00	$79.60
LABORERS - ZONE 2	12/7/2026	$51.05	$10.65	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.65	$10.65	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.25	$10.65	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.93	$10.65	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.60	$10.65	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2025	$49.00	$10.65	$9.75	$9.65	$0.00	$79.05
LABORERS	6/1/2026	$50.55	$10.65	$9.75	$9.65	$0.00	$80.60
LABORERS - ZONE 2	12/7/2026	$52.05	$10.65	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.65	$10.65	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.25	$10.65	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.93	$10.65	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.60	$10.65	$9.75	$9.65	$0.00	$88.65
For apprentice rates see "Apprentice- LABORER"							
DEMO: BURNERS	12/1/2025	$48.75	$10.65	$9.75	$9.65	$0.00	$78.80
LABORERS	6/1/2026	$50.30	$10.65	$9.75	$9.65	$0.00	$80.35
LABORERS - ZONE 2	12/7/2026	$51.80	$10.65	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.40	$10.65	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$55.00	$10.65	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.68	$10.65	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.35	$10.65	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: CONCRETE CUTTER/SAWYER	12/1/2025	$49.00	$10.65	$9.75	$9.65	$0.00	$79.05
LABORERS	6/1/2026	$50.55	$10.65	$9.75	$9.65	$0.00	$80.60
LABORERS - ZONE 2	12/7/2026	$52.05	$10.65	$9.75	$9.65	$0.00	$82.10
	6/7/2027	$53.65	$10.65	$9.75	$9.65	$0.00	$83.70
	12/6/2027	$55.25	$10.65	$9.75	$9.65	$0.00	$85.30
	6/5/2028	$56.93	$10.65	$9.75	$9.65	$0.00	$86.98
	12/4/2028	$58.60	$10.65	$9.75	$9.65	$0.00	$88.65

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
DEMO: JACKHAMMER OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$48.75	$10.65	$9.75	$9.65	$0.00	$78.80
	6/1/2026	$50.30	$10.65	$9.75	$9.65	$0.00	$80.35
	12/7/2026	$51.80	$10.65	$9.75	$9.65	$0.00	$81.85
	6/7/2027	$53.40	$10.65	$9.75	$9.65	$0.00	$83.45
	12/6/2027	$55.00	$10.65	$9.75	$9.65	$0.00	$85.05
	6/5/2028	$56.68	$10.65	$9.75	$9.65	$0.00	$86.73
	12/4/2028	$58.35	$10.65	$9.75	$9.65	$0.00	$88.40
For apprentice rates see "Apprentice- LABORER"							
DEMO: WRECKING LABORER LABORERS LABORERS - ZONE 2	12/1/2025	$48.00	$10.65	$9.75	$9.65	$0.00	$78.05
	6/1/2026	$49.55	$10.65	$9.75	$9.65	$0.00	$79.60
	12/7/2026	$51.05	$10.65	$9.75	$9.65	$0.00	$81.10
	6/7/2027	$52.65	$10.65	$9.75	$9.65	$0.00	$82.70
	12/6/2027	$54.25	$10.65	$9.75	$9.65	$0.00	$84.30
	6/5/2028	$55.93	$10.65	$9.75	$9.65	$0.00	$85.98
	12/4/2028	$57.60	$10.65	$9.75	$9.65	$0.00	$87.65
For apprentice rates see "Apprentice- LABORER"							
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
DIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$78.11	$10.08	$11.62	$10.04	$0.00	$109.85
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Diver wage 70/80/90 2A $69.83, 3A $91.79,4A $102.14 Total Rate							
DIVER TENDER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
as of 8-1-24, Apprentices with diving licenses begin at second year. % of Piledriver wage 70/80/90 2A $54.20, 3A $73.93,4A $82.05 Total Rate							
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$83.69	$10.08	$11.62	$12.67	$0.00	$118.06
For apprentice rates see "Apprentice- PILE DRIVER"							
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$117.16	$10.08	$11.62	$12.67	$0.00	$151.53
For apprentice rates see "Apprentice- PILE DRIVER"							
DRAWBRIDGE OPERATOR (Construction) DRAWBRIDGE - SEIU LOCAL 888 DRAWBRIDGE - SEIU LOCAL 888	7/1/2020	$26.77	$6.67	$3.93	$0.00	$0.16	$37.53
ELECTRICIAN ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2025	$66.17	$13.00	$14.37	$8.72	$0.00	$102.26
	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90

Apprentice: ELECTRICIAN

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$26.47	$13.00	$0.79	$0.00	$0.00	$40.26
2	40.00	$26.47	$13.00	$0.79	$0.00	$0.00	$40.26
3	45.00	$29.78	$13.00	$13.27	$3.92	$0.00	$59.97
4	45.00	$29.78	$13.00	$13.27	$3.92	$0.00	$59.97
5	50.00	$33.09	$13.00	$13.37	$4.36	$0.00	$63.82
6	55.00	$36.39	$13.00	$13.47	$4.80	$0.00	$67.66
7	60.00	$39.70	$13.00	$13.57	$5.23	$0.00	$71.50
8	65.00	$43.01	$13.00	$13.67	$5.67	$0.00	$75.35
9	70.00	$46.32	$13.00	$13.77	$6.10	$0.00	$79.19
10	75.00	$49.63	$13.00	$13.87	$6.54	$0.00	$83.04

Apprentice: ELECTRICIAN

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$26.74	$13.00	$0.80	$0.00	$0.00	$40.54
2	40.00	$26.74	$13.00	$0.80	$0.00	$0.00	$40.54
3	45.00	$30.09	$13.00	$13.53	$4.05	$0.00	$60.67
4	45.00	$30.09	$13.00	$13.53	$4.05	$0.00	$60.67
5	50.00	$33.43	$13.00	$13.63	$4.50	$0.00	$64.56
6	55.00	$36.77	$13.00	$13.73	$4.95	$0.00	$68.45
7	60.00	$40.12	$13.00	$13.83	$5.40	$0.00	$72.35
8	65.00	$43.46	$13.00	$13.93	$5.85	$0.00	$76.24
9	70.00	$46.80	$13.00	$14.03	$6.30	$0.00	$80.13
10	75.00	$50.15	$13.00	$14.13	$6.75	$0.00	$84.03

Apprentice Notes

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Apprentice to Journeyworker Ratio: 2:3

ELEVATOR CONSTRUCTOR	1/1/2026	$77.26	$16.38	$11.06	$10.70	$0.00	$115.40
ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2027	$80.55	$16.48	$11.16	$11.00	$0.00	$119.19
ELEVATOR CONSTRUCTORS LOCAL 4							

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$38.63	$0.00	$0.00	$0.00	$0.00	$38.63
2	55.00	$42.49	$16.38	$11.06	$10.70	$0.00	$80.63
3	65.00	$50.22	$16.38	$11.06	$10.70	$0.00	$88.36
4	70.00	$54.08	$16.38	$11.06	$10.70	$0.00	$92.22
5	80.00	$61.81	$16.38	$11.06	$10.70	$0.00	$99.95

Apprentice: ELEVATOR CONSTRUCTOR

Effective Date: 1/1/2027

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$40.28	$0.00	$0.00	$0.00	$0.00	$40.28
2	55.00	$44.30	$16.48	$11.16	$11.00	$0.00	$82.94
3	65.00	$52.36	$16.48	$11.16	$11.00	$0.00	$91.00
4	70.00	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
5	80.00	$64.44	$16.48	$11.16	$11.00	$0.00	$103.08

Apprentice to Journeyworker Ratio: 1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4 ELEVATOR CONSTRUCTORS LOCAL 4	1/1/2026	$54.08	$16.38	$11.06	$10.07	$0.00	$91.59
	1/1/2027	$56.39	$16.48	$11.16	$11.00	$0.00	$95.03
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"							
FENCE & GUARD RAIL ERECTOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2025	$53.56	$16.05	$13.25	$3.25	$0.00	$86.11
	5/1/2026	$55.00	$16.05	$13.25	$3.25	$0.00	$87.55
	11/1/2026	$56.29	$16.05	$13.25	$3.25	$0.00	$88.84
	5/1/2027	$57.72	$16.05	$13.25	$3.25	$0.00	$90.27
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2025	$55.17	$16.05	$13.25	$3.25	$0.00	$87.72
	5/1/2026	$56.62	$16.05	$13.25	$3.25	$0.00	$89.17
	11/1/2026	$57.92	$16.05	$13.25	$3.25	$0.00	$90.47
	5/1/2027	$59.37	$16.05	$13.25	$3.25	$0.00	$91.92
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	11/1/2025	$26.03	$16.05	$13.25	$3.25	$0.00	$58.58
	5/1/2026	$26.88	$16.05	$13.25	$3.25	$0.00	$59.43
	11/1/2026	$27.64	$16.05	$13.25	$3.25	$0.00	$60.19
	5/1/2027	$28.49	$16.05	$13.25	$3.25	$0.00	$61.04

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FIRE ALARM INSTALLER	9/1/2025	$66.17	$13.00	$14.37	$9.00	$0.00	$102.54
ELECTRICIANS LOCAL 103	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
ELECTRICIANS LOCAL 103	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90
For apprentice rates see "Apprentice- ELECTRICIAN"							
FIRE ALARM REPAIR / MAINTENANCE	9/1/2025	$52.94	$13.00	$13.97	$6.98	$0.00	$86.89
/ COMMISSIONING	3/1/2026	$53.49	$13.00	$14.23	$7.20	$0.00	$87.92
ELECTRICIANS LOCAL 103	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
ELECTRICIANS LOCAL 103	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"							
FIREMAN (ASST. ENGINEER)	12/1/2025	$47.69	$16.05	$13.25	$3.25	$0.00	$80.24
OPERATING ENGINEERS LOCAL 4	6/1/2026	$48.75	$16.05	$13.25	$3.25	$0.00	$81.30
OPERATING ENGINEERS LOCAL 4	12/1/2026	$49.93	$16.05	$13.25	$3.25	$0.00	$82.48
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
FLAGGER & SIGNALER (HEAVY & HIGHWAY)	12/1/2025	$28.09	$10.65	$9.75	$9.21	$0.00	$57.70
LABORERS	6/1/2026	$29.21	$10.65	$9.75	$9.21	$0.00	$58.82
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$29.21	$10.65	$9.75	$9.21	$0.00	$58.82
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
FLOORCOVERER	9/1/2025	$57.74	$10.33	$11.47	$8.80	$0.00	$88.34
FLOORCOVERERS LOCAL 2168	3/1/2026	$59.24	$10.33	$11.47	$8.80	$0.00	$89.84
FLOORCOVERERS LOCAL 2168 ZONE I	9/1/2026	$60.74	$10.33	$11.47	$8.80	$0.00	$91.34
	3/1/2027	$62.24	$10.33	$11.47	$8.80	$0.00	$92.84

Apprentice: FLOORCOVERER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.98	$10.33	$0.00	$1.76	$0.00	$38.07
2	45.00	$25.98	$10.33	$0.00	$1.76	$0.00	$38.07
3	55.00	$31.76	$10.33	$0.00	$3.52	$0.00	$45.61
4	55.00	$31.76	$10.33	$0.00	$3.52	$0.00	$45.61
5	70.00	$40.42	$10.33	$11.47	$5.28	$0.00	$67.50
6	70.00	$40.42	$10.33	$11.47	$5.28	$0.00	$67.50
7	80.00	$46.19	$10.33	$11.47	$7.04	$0.00	$75.03
8	80.00	$46.19	$10.33	$11.47	$7.04	$0.00	$75.03

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: FLOORCOVERER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$26.66	$10.33	$0.00	$1.76	$0.00	$38.75
2	45.00	$26.66	$10.33	$0.00	$1.76	$0.00	$38.75
3	55.00	$32.58	$10.33	$0.00	$3.52	$0.00	$46.43
4	55.00	$32.58	$10.33	$0.00	$3.52	$0.00	$46.43
5	70.00	$41.47	$10.33	$11.47	$5.28	$0.00	$68.55
6	70.00	$41.47	$10.33	$11.47	$5.28	$0.00	$68.55
7	80.00	$47.39	$10.33	$11.47	$7.04	$0.00	$76.23
8	80.00	$47.39	$10.33	$11.47	$7.04	$0.00	$76.23

Apprentice Notes

Steps are 750 hrs.

Apprentice to Journeyworker Ratio: 1:1

FORK LIFT/CHERRY PICKER	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/1/2025	$37.97	$16.05	$13.25	$3.25	$0.00	$70.52
OPERATING ENGINEERS LOCAL 4	6/1/2026	$38.83	$16.05	$13.25	$3.25	$0.00	$71.38
OPERATING ENGINEERS LOCAL 4	12/1/2026	$39.78	$16.05	$13.25	$3.25	$0.00	$72.33

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01
GLAZIERS LOCAL 35							
GLAZIERS LOCAL 35 (ZONE 2)							

Apprentice: GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.88	$0.00	$44.21
3	60.00	$29.44	$10.35	$0.00	$7.50	$0.00	$47.29
4	65.00	$31.89	$10.35	$0.00	$8.13	$0.00	$50.37
5	70.00	$34.34	$10.35	$12.00	$8.75	$0.00	$65.44
6	75.00	$36.80	$10.35	$12.00	$9.38	$0.00	$68.53
7	80.00	$39.25	$10.35	$12.00	$10.00	$0.00	$71.60
8	90.00	$44.15	$10.35	$12.00	$11.25	$0.00	$77.75

Apprentice to Journeyworker Ratio: 1:1

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$32.88	$0.00	$0.00	$0.00	$0.00	$32.88
2	60.00	$35.87	$16.05	$13.25	$3.25	$0.00	$68.42
3	65.00	$38.86	$16.05	$13.25	$3.25	$0.00	$71.41
4	70.00	$41.85	$16.05	$13.25	$3.25	$0.00	$74.40
5	75.00	$44.84	$16.05	$13.25	$3.25	$0.00	$77.39
6	80.00	$47.82	$16.05	$13.25	$3.25	$0.00	$80.37
7	85.00	$50.81	$16.05	$13.25	$3.25	$0.00	$83.36
8	90.00	$53.80	$16.05	$13.25	$3.25	$0.00	$86.35

Apprentice: HOISTING ENGINEER/CRANES/GRADALLS

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$33.32	$0.00	$0.00	$0.00	$0.00	$33.32
2	60.00	$36.35	$16.05	$13.25	$3.25	$0.00	$68.90
3	65.00	$39.38	$16.05	$13.25	$3.25	$0.00	$71.93
4	70.00	$42.41	$16.50	$13.25	$3.25	$0.00	$75.41
5	75.00	$45.44	$16.50	$13.25	$3.25	$0.00	$78.44
6	80.00	$48.46	$16.50	$13.25	$3.25	$0.00	$81.46
7	85.00	$51.49	$16.50	$13.25	$3.25	$0.00	$84.49
8	90.00	$54.52	$16.50	$13.25	$3.25	$0.00	$87.52

Apprentice to Journeyworker Ratio: 1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09

For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103 ELECTRICIANS LOCAL 103	9/1/2025	$66.17	$13.00	$14.37	$8.72	$0.00	$102.26
	3/1/2026	$66.86	$13.00	$14.64	$9.00	$0.00	$103.50
	9/1/2026	$68.78	$13.00	$14.69	$9.00	$0.00	$105.47
	3/1/2027	$69.97	$13.00	$14.73	$9.00	$0.00	$106.70
	9/1/2027	$71.88	$13.00	$14.79	$9.00	$0.00	$108.67
	3/1/2028	$73.08	$13.00	$14.82	$9.00	$0.00	$109.90

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 SHEETMETAL WORKERS LOCAL 17 - A	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09

For apprentice rates see "Apprentice- SHEET METAL WORKER"

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	$69.08	$13.45	$13.75	$9.30	$0.00	$105.58
	3/1/2026	$70.58	$13.95	$14.00	$9.55	$0.00	$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HVAC MECHANIC PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	$69.08	$13.45	$13.75	$9.30	$0.00	$105.58
	3/1/2026	$70.58	$13.95	$14.00	$9.55	$0.00	$108.08
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"							
HYDRAULIC DRILLS LABORERS LABORERS - ZONE 2	12/1/2025	$41.22	$10.65	$9.75	$9.11	$0.00	$70.73
	6/1/2026	$42.66	$10.65	$9.75	$9.11	$0.00	$72.17
	12/1/2026	$44.10	$10.65	$9.75	$9.11	$0.00	$73.61
	6/1/2027	$45.55	$10.65	$9.75	$9.11	$0.00	$75.06
	12/1/2027	$47.00	$10.65	$9.75	$9.11	$0.00	$76.51
	6/1/2028	$48.50	$10.65	$9.75	$9.11	$0.00	$78.01
	12/1/2028	$50.00	$10.65	$9.75	$9.11	$0.00	$79.51
For apprentice rates see "Apprentice- LABORER"							
HYDRAULIC DRILLS (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$41.22	$10.65	$9.75	$9.21	$0.00	$70.83
	6/1/2026	$42.66	$10.65	$9.75	$9.21	$0.00	$72.27
	12/1/2026	$44.10	$10.65	$9.75	$9.21	$0.00	$73.71
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	9/1/2025	$60.34	$14.75	$9.52	$10.09	$0.00	$94.70
	9/1/2026	$63.76	$14.75	$9.52	$10.09	$0.00	$98.12

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$30.17	$14.75	$9.27	$5.05	$0.00	$59.24
2	60.00	$36.20	$14.75	$9.32	$6.05	$0.00	$66.32
3	70.00	$42.24	$14.75	$9.37	$7.06	$0.00	$73.42
4	80.00	$48.27	$14.75	$9.42	$8.07	$0.00	$80.51

Apprentice: INSULATOR (PIPES & TANKS)

Effective Date: 9/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$31.88	$14.75	$9.27	$5.05	$0.00	$60.95
2	60.00	$38.26	$14.75	$9.32	$6.05	$0.00	$68.38
3	70.00	$44.63	$14.75	$9.37	$7.06	$0.00	$75.81
4	80.00	$51.01	$14.75	$9.42	$8.07	$0.00	$83.25

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	9/16/2025	$53.46	$9.05	$12.75	$14.50	$0.00	$89.76

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
IRONWORKERS LOCAL 7 IRONWORKERS LOCAL 7 (LAWRENCE AREA)							

Apprentice: IRONWORKER/WELDER

Effective Date: 9/16/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$32.08	$9.05	$12.75	$4.50	$0.00	$58.38
2	75.00	$40.10	$9.05	$12.75	$4.50	$0.00	$66.40
3	85.00	$45.44	$9.05	$12.75	$4.50	$0.00	$71.74
4	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Apprentice to Journeyworker Ratio: 1:4

JACKHAMMER & PAVING BREAKER OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76

Apprentice: LABORER

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.03	$10.15	$9.50	$9.11	$0.00	$53.79
2	70.00	$29.20	$10.15	$9.50	$9.11	$0.00	$57.96
3	80.00	$33.38	$10.15	$9.50	$9.11	$0.00	$62.14
4	90.00	$37.55	$10.15	$9.50	$9.11	$0.00	$66.31

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.15	$10.65	$9.75	$9.11	$0.00	$54.66

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: LABORER

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
2	70.00	$29.34	$10.65	$9.75	$9.11	$0.00	$58.85
3	80.00	$33.53	$10.65	$9.75	$9.11	$0.00	$63.04
4	90.00	$37.72	$10.65	$9.75	$9.11	$0.00	$67.23

Apprentice to Journeyworker Ratio: 1:5

LABORER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.47	$10.65	$9.75	$9.21	$0.00	$70.08
	6/1/2026	$41.91	$10.65	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.35	$10.65	$9.75	$9.21	$0.00	$72.96

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 12/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.03	$10.15	$9.50	$9.21	$0.00	$53.89
2	70.00	$29.20	$10.15	$9.50	$9.21	$0.00	$58.06
3	80.00	$33.38	$10.15	$9.50	$9.21	$0.00	$62.24
4	90.00	$37.55	$10.15	$9.50	$9.21	$0.00	$66.41

Apprentice: LABORER (HEAVY & HIGHWAY)

Effective Date: 6/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	60.00	$25.15	$10.65	$9.75	$9.21	$0.00	$54.76
2	70.00	$29.34	$10.65	$9.75	$9.21	$0.00	$58.95
3	80.00	$33.53	$10.65	$9.75	$9.21	$0.00	$63.14
4	90.00	$37.72	$10.65	$9.75	$9.10	$0.00	$67.22

Apprentice to Journeyworker Ratio: 1:5

LABORER: CARPENTER TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76

For apprentice rates see "Apprentice- LABORER"

LABORER: CEMENT FINISHER TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS LABORERS - ZONE 2	12/1/2025	$40.56	$10.65	$9.75	$9.65	$0.00	$70.61
	6/1/2026	$42.00	$10.65	$9.75	$9.65	$0.00	$72.05
	12/7/2026	$43.44	$10.65	$9.75	$9.65	$0.00	$73.49
	6/7/2027	$44.89	$10.65	$9.75	$9.65	$0.00	$74.94
	12/6/2027	$46.34	$10.65	$9.75	$9.65	$0.00	$76.39
	6/5/2028	$47.84	$10.65	$9.75	$9.65	$0.00	$77.89
	12/4/2028	$49.34	$10.65	$9.75	$9.65	$0.00	$79.39
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LABORER: MASON TENDER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
LABORER: MULTI-TRADE TENDER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76
For apprentice rates see "Apprentice- LABORER"							
LABORER: TREE REMOVER LABORERS LABORERS - ZONE 2	12/1/2025	$40.47	$10.65	$9.75	$9.11	$0.00	$69.98
	6/1/2026	$41.91	$10.65	$9.75	$9.11	$0.00	$71.42
	12/1/2026	$43.35	$10.65	$9.75	$9.11	$0.00	$72.86
	6/1/2027	$44.80	$10.65	$9.75	$9.11	$0.00	$74.31
	12/1/2027	$46.25	$10.65	$9.75	$9.11	$0.00	$75.76
	6/1/2028	$47.75	$10.65	$9.75	$9.11	$0.00	$77.26
	12/1/2028	$49.25	$10.65	$9.75	$9.11	$0.00	$78.76
This classification applies to the removal of standing trees, and the trimming and removal of branches and limbs when related to public works construction or site clearance incidental to construction . For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
LASER BEAM OPERATOR (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
MARBLE & TILE FINISHERS	2/1/2026	$52.08	$12.84	$15.57	$5.78	$0.00	$86.27
BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	$53.84	$12.84	$15.57	$5.78	$0.00	$88.03
	2/1/2027	$54.96	$12.84	$15.57	$5.78	$0.00	$89.15

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.04	$12.84	$15.57	$5.78	$0.00	$60.23
2	60.00	$31.25	$12.84	$15.57	$5.78	$0.00	$65.44
3	70.00	$36.46	$12.84	$15.57	$5.78	$0.00	$70.65
4	80.00	$41.66	$12.84	$15.57	$5.78	$0.00	$75.85
5	90.00	$46.87	$12.84	$15.57	$5.78	$0.00	$81.06

Apprentice: MARBLE & TILE FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$26.92	$12.84	$15.57	$5.78	$0.00	$61.11
2	60.00	$32.30	$12.84	$15.57	$5.78	$0.00	$66.49
3	70.00	$37.69	$12.84	$15.57	$5.78	$0.00	$71.88
4	80.00	$43.07	$12.84	$15.57	$5.78	$0.00	$77.26
5	90.00	$48.46	$12.84	$15.57	$5.78	$0.00	$82.65

Apprentice to Journeyworker Ratio: 1:5

MARBLE MASONS,TILELAYERS & TERRAZZO MECH	2/1/2026	$67.97	$12.84	$15.57	$7.99	$0.00	$104.37
BRICKLAYERS LOCAL 3 BRICKLAYERS LOCAL 3 - MARBLE & TILE	8/1/2026	$70.17	$12.84	$15.57	$7.99	$0.00	$106.57
	2/1/2027	$71.57	$12.84	$15.57	$7.99	$0.00	$107.97

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.99	$12.84	$15.57	$7.99	$0.00	$70.39
2	60.00	$40.78	$12.84	$15.57	$7.99	$0.00	$77.18

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
3	70.00	$47.58	$12.84	$15.57	$7.99	$0.00	$83.98
4	80.00	$54.38	$12.84	$15.57	$7.99	$0.00	$90.78
5	90.00	$61.17	$12.84	$15.57	$7.99	$0.00	$97.57

Apprentice: MARBLE MASONS,TILELAYERS & TERRAZZO MECH

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$35.09	$12.84	$15.57	$7.99	$0.00	$71.49
2	60.00	$42.10	$12.84	$15.57	$7.99	$0.00	$78.50
3	70.00	$49.12	$12.84	$15.57	$7.99	$0.00	$85.52
4	80.00	$56.14	$12.84	$15.57	$7.99	$0.00	$92.54
5	90.00	$63.15	$12.84	$15.57	$7.99	$0.00	$99.55

Apprentice to Journeyworker Ratio: 1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MECHANICS MAINTENANCE	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
MILLWRIGHT (Zone 2)	1/5/2026	$47.36	$10.08	$11.47	$10.00	$0.00	$78.91
MILLWRIGHTS LOCAL 1121							
MILLWRIGHTS LOCAL 1121 - Zone 2							

Apprentice: MILLWRIGHT (Zone 2)

Effective Date: 1/5/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	55.00	$26.05	$10.08	$0.00	$5.50	$0.00	$41.63
2	65.00	$30.78	$10.08	$0.00	$6.50	$0.00	$47.36
3	75.00	$35.52	$10.08	$11.47	$7.50	$0.00	$64.57
4	85.00	$40.26	$10.08	$11.47	$8.50	$0.00	$70.31

Apprentice Notes

Step 1&2 Appr. indentured after 1/6/2020 receive no pension,

Apprentice to Journeyworker Ratio: 1:4

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
MORTAR MIXER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
OILER (OTHER THAN TRUCK CRANES,GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$25.68	$16.05	$13.25	$3.25	$0.00	$58.23
	6/1/2026	$26.27	$16.05	$13.25	$3.25	$0.00	$58.82
	12/1/2026	$26.94	$16.05	$13.25	$3.25	$0.00	$59.49
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OILER (TRUCK CRANES, GRADALLS) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$31.65	$16.05	$13.25	$3.25	$0.00	$64.20
	6/1/2026	$32.37	$16.05	$13.25	$3.25	$0.00	$64.92
	12/1/2026	$33.17	$16.05	$13.25	$3.25	$0.00	$65.72
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
OTHER POWER DRIVEN EQUIPMENT - CLASS II OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PAINTER (BRIDGES/TANKS) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$59.56	$10.35	$12.00	$12.50	$0.00	$94.41

Apprentice: PAINTER (BRIDGES/TANKS)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$29.78	$10.35	$0.00	$0.00	$0.00	$40.13
2	55.00	$32.76	$10.35	$0.00	$6.93	$0.00	$50.04
3	60.00	$35.74	$10.35	$0.00	$7.56	$0.00	$53.65
4	65.00	$38.71	$10.35	$0.00	$8.19	$0.00	$57.25
5	70.00	$41.69	$10.35	$12.00	$8.82	$0.00	$72.86
6	75.00	$44.67	$10.35	$12.00	$9.45	$0.00	$76.47
7	80.00	$47.65	$10.35	$12.00	$10.08	$0.00	$80.08
8	90.00	$53.60	$10.35	$12.00	$11.34	$0.00	$87.29

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$50.46	$10.35	$12.00	$12.60	$0.00	$85.41

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: PAINTER (SPRAY OR SANDBLAST, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$25.23	$10.35	$0.00	$0.00	$0.00	$35.58
2	55.00	$27.75	$10.35	$0.00	$6.93	$0.00	$45.03
3	60.00	$30.28	$10.35	$0.00	$7.56	$0.00	$48.19
4	65.00	$32.80	$10.35	$0.00	$8.19	$0.00	$51.34
5	70.00	$35.32	$10.35	$12.00	$8.82	$0.00	$66.49
6	75.00	$37.85	$10.35	$12.00	$9.45	$0.00	$69.65
7	80.00	$40.37	$10.35	$12.00	$10.08	$0.00	$72.80
8	90.00	$45.41	$10.35	$12.00	$11.34	$0.00	$79.10

Apprentice to Journeyworker Ratio: 1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$48.52	$10.35	$12.00	$12.60	$0.00	$83.47

Apprentice: PAINTER (SPRAY OR SANDBLAST, REPAINT)

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.26	$10.35	$0.00	$0.00	$0.00	$34.61
2	55.00	$26.69	$10.35	$0.00	$6.93	$0.00	$43.97
3	60.00	$29.11	$10.35	$0.00	$7.56	$0.00	$47.02
4	65.00	$31.54	$10.35	$0.00	$8.19	$0.00	$50.08
5	70.00	$33.96	$10.35	$12.00	$8.82	$0.00	$65.13
6	75.00	$36.39	$10.35	$12.00	$9.45	$0.00	$68.19
7	80.00	$38.82	$10.35	$12.00	$10.08	$0.00	$71.25
8	90.00	$43.67	$10.35	$12.00	$11.34	$0.00	$77.36

Apprentice to Journeyworker Ratio: 1:1

PAINTER / TAPER (BRUSH, NEW) * * If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$49.06	$10.35	$12.00	$12.60	$0.00	$84.01

Apprentice: PAINTER / TAPER (BRUSH, NEW) *

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$24.53	$10.35	$0.00	$0.00	$0.00	$34.88
2	55.00	$26.98	$10.35	$0.00	$6.93	$0.00	$44.26
3	60.00	$29.44	$10.35	$0.00	$7.56	$0.00	$47.35

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
Apprentice: PAINTER / TAPER (BRUSH, NEW) *							
Effective Date: 1/1/2026							
Step / Percent		**Apprentice Base Wage**					
4 / 65.00		$31.89	$10.35	$0.00	$8.19	$0.00	$50.43
5 / 70.00		$34.34	$10.35	$12.00	$8.82	$0.00	$65.51
6 / 75.00		$36.80	$10.35	$12.00	$9.45	$0.00	$68.60
7 / 80.00		$39.25	$10.35	$12.00	$10.08	$0.00	$71.68
8 / 90.00		$44.15	$10.35	$12.00	$11.34	$0.00	$77.84
Apprentice to Journeyworker Ratio: 1:1							
PAINTER / TAPER (BRUSH, REPAINT) PAINTERS LOCAL 35 PAINTERS LOCAL 35 - ZONE 2	1/1/2026	$47.12	$10.35	$12.00	$12.60	$0.00	$82.07
Apprentice: PAINTER / TAPER (BRUSH, REPAINT)							
Effective Date: 1/1/2026							
Step / Percent		**Apprentice Base Wage**					
1 / 50.00		$23.56	$10.35	$0.00	$0.00	$0.00	$33.91
2 / 55.00		$25.92	$10.35	$0.00	$6.93	$0.00	$43.20
3 / 60.00		$28.27	$10.35	$0.00	$7.56	$0.00	$46.18
4 / 65.00		$30.63	$10.35	$0.00	$8.19	$0.00	$49.17
5 / 70.00		$32.98	$10.35	$12.00	$8.82	$0.00	$64.15
6 / 75.00		$35.34	$10.35	$12.00	$9.45	$0.00	$67.14
7 / 80.00		$37.70	$10.35	$12.00	$10.08	$0.00	$70.13
8 / 90.00		$42.41	$10.35	$12.00	$11.34	$0.00	$76.10
Apprentice to Journeyworker Ratio: 1:1							
PAINTER TRAFFIC MARKINGS (HEAVY/HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.47	$10.65	$9.75	$9.21	$0.00	$70.08
	6/1/2026	$41.91	$10.65	$9.75	$9.21	$0.00	$71.52
	12/1/2026	$43.35	$10.65	$9.75	$9.21	$0.00	$72.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)							
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$40.78	$16.17	$21.78	$0.00	$0.00	$78.73
	6/1/2026	$41.78	$16.17	$21.78	$0.00	$0.00	$79.73
	12/1/2026	$41.78	$16.17	$23.52	$0.00	$0.00	$81.47
	1/1/2027	$41.78	$16.77	$23.52	$0.00	$0.00	$82.07
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16
For apprentice rates see "Apprentice- PILE DRIVER"							
PILE DRIVER PILE DRIVER LOCAL 56 PILE DRIVER LOCAL 56 (ZONE 1)	8/1/2024	$55.79	$10.08	$11.62	$12.67	$0.00	$90.16

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537 PIPEFITTERS LOCAL 537	9/1/2025	$69.08	$13.45	$13.75	$9.30	$0.00	$105.58
	3/1/2026	$70.58	$13.95	$14.00	$9.55	$0.00	$108.08

Apprentice: PILE DRIVER

Effective Date: 8/1/2024

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$25.11	$10.08	$0.00	$2.53	$0.00	$37.72
2	55.00	$30.68	$10.08	$0.00	$5.07	$0.00	$45.83
3	70.00	$39.05	$10.08	$11.62	$7.60	$0.00	$68.35
4	80.00	$44.63	$10.08	$11.62	$10.14	$0.00	$76.47

Apprentice to Journeyworker Ratio: 1:5

Apprentice: PIPEFITTER & STEAMFITTER

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$27.63	$13.45	$13.75	$9.30	$0.00	$64.13
2	45.00	$31.09	$13.45	$13.75	$9.30	$0.00	$67.59
3	60.00	$41.45	$13.45	$13.75	$9.30	$0.00	$77.95
4	70.00	$48.36	$13.45	$13.75	$9.30	$0.00	$84.86
5	80.00	$55.26	$13.45	$13.75	$9.30	$0.00	$91.76

Apprentice: PIPEFITTER & STEAMFITTER

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	40.00	$28.23	$13.95	$0.30	$9.55	$0.00	$52.03
2	45.00	$31.76	$13.95	$14.00	$9.55	$0.00	$69.26
3	60.00	$42.35	$13.95	$14.00	$9.55	$0.00	$79.85
4	70.00	$49.41	$13.95	$14.00	$9.55	$0.00	$86.91
5	80.00	$56.46	$13.95	$14.00	$9.55	$0.00	$93.96

Apprentice to Journeyworker Ratio: 1:3

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
PIPELAYER (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21

For apprentice rates see "Apprentice- LABORER (Heavy and Highway)

PLUMBERS & GASFITTERS	9/1/2025	$71.74	$14.32	$12.61	$8.00	$0.00	$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	$73.89	$14.32	$12.61	$8.00	$0.00	$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	$76.04	$14.32	$12.61	$8.00	$0.00	$110.97
	3/1/2027	$78.19	$14.32	$12.61	$8.00	$0.00	$113.12
	8/30/2027	$80.34	$14.32	$12.61	$8.00	$0.00	$115.27
	2/28/2028	$82.54	$14.32	$12.61	$8.00	$0.00	$117.47
	9/4/2028	$84.74	$14.32	$12.61	$8.00	$0.00	$119.67
	3/5/2029	$86.94	$14.32	$12.61	$8.00	$0.00	$121.87
	9/3/2029	$89.14	$14.32	$12.61	$8.00	$0.00	$124.07
	3/4/2030	$91.09	$14.32	$12.61	$8.00	$0.00	$126.02

Apprentice: PLUMBERS & GASFITTERS

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$25.11	$14.32	$4.61	$2.80	$0.00	$46.84
2	40.00	$28.70	$14.32	$5.22	$3.20	$0.00	$51.44
3	55.00	$39.46	$14.32	$7.07	$4.40	$0.00	$65.25
4	65.00	$46.63	$14.32	$8.30	$5.20	$0.00	$74.45
5	75.00	$53.81	$14.32	$9.53	$6.00	$0.00	$83.66

Apprentice: PLUMBERS & GASFITTERS

Effective Date: 3/2/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$25.86	$14.32	$4.61	$2.80	$0.00	$47.59
2	40.00	$29.56	$14.32	$5.22	$3.20	$0.00	$52.30
3	55.00	$40.64	$14.32	$7.07	$4.40	$0.00	$66.43
4	65.00	$48.03	$14.32	$8.30	$5.20	$0.00	$75.85
5	75.00	$55.42	$14.32	$9.53	$6.00	$0.00	$85.27

Apprentice to Journeyworker Ratio: 1:2

PNEUMATIC CONTROLS (TEMP.)	9/1/2025	$69.08	$13.45	$13.75	$9.30	$0.00	$105.58
PIPEFITTERS LOCAL 537	3/1/2026	$70.58	$13.95	$14.00	$9.55	$0.00	$108.08
PIPEFITTERS LOCAL 537							

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

PNEUMATIC DRILL/TOOL OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"							
PNEUMATIC DRILL/TOOL OPERATOR (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWDERMAN & BLASTER LABORERS LABORERS - ZONE 2	12/1/2025	$41.47	$10.65	$9.75	$9.11	$0.00	$70.98
	6/1/2026	$42.91	$10.65	$9.75	$9.11	$0.00	$72.42
	12/1/2026	$44.35	$10.65	$9.75	$9.11	$0.00	$73.86
	6/1/2027	$45.80	$10.65	$9.75	$9.11	$0.00	$75.31
	12/1/2027	$47.25	$10.65	$9.75	$9.11	$0.00	$76.76
	6/1/2028	$48.75	$10.65	$9.75	$9.11	$0.00	$78.26
	12/1/2028	$50.25	$10.65	$9.75	$9.11	$0.00	$79.76
For apprentice rates see "Apprentice- LABORER"							
POWDERMAN & BLASTER (HEAVY & HIGHWAY) LABORERS LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2025	$41.47	$10.65	$9.75	$9.21	$0.00	$71.08
	6/1/2026	$42.91	$10.65	$9.75	$9.21	$0.00	$72.52
	12/1/2026	$44.35	$10.65	$9.75	$9.21	$0.00	$73.96
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
POWER SHOVEL/DERRICK/TRENCHING MACHINE OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (CONCRETE) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
PUMP OPERATOR (DEWATERING, OTHER) OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$37.97	$16.05	$13.25	$3.25	$0.00	$70.52
	6/1/2026	$38.83	$16.05	$13.25	$3.25	$0.00	$71.38
	12/1/2026	$39.78	$16.05	$13.25	$3.25	$0.00	$72.33
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
READY-MIX CONCRETE DRIVER TEAMSTERS 170 TEAMSTERS 170 - J.G. MacLellan (Lowell)	1/1/2026	$30.50	$11.97	$6.65	$0.00	$0.00	$49.12
RECLAIMERS OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
RIDE-ON MOTORIZED BUGGY OPERATOR LABORERS LABORERS - ZONE 2	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
ROLLER/SPREADER/MULCHING MACHINE	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)	2/1/2026	$54.78	$13.28	$12.67	$9.03	$0.00	$89.76
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							

Apprentice: ROOFER (Inc.Roofer Waterproofng &Roofer Damproofg)

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$27.39	$13.28	$6.52	$9.03	$0.00	$56.22
2	60.00	$32.87	$13.28	$12.67	$9.03	$0.00	$67.85
3	65.00	$35.61	$13.28	$12.67	$9.03	$0.00	$70.59
4	75.00	$41.09	$13.28	$12.67	$9.03	$0.00	$76.07
5	85.00	$46.56	$13.28	$12.67	$9.03	$0.00	$81.54

Apprentice Notes

** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1

Apprentice to Journeyworker Ratio: 1:5

ROOFER SLATE / TILE / PRECAST CONCRETE	2/1/2026	$55.03	$13.28	$12.67	$9.03	$0.00	$90.01
ROOFERS LOCAL 33							
ROOFERS LOCAL 33							
For apprentice rates see "Apprentice- ROOFER"							
SHEETMETAL WORKER	2/1/2026	$62.93	$14.91	$18.74	$9.53	$2.98	$109.09
SHEETMETAL WORKERS LOCAL 17							
SHEETMETAL WORKERS LOCAL 17 - A							

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
2	42.00	$26.43	$14.91	$6.19	$0.00	$0.00	$47.53
3	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
4	47.00	$29.58	$14.91	$10.93	$1.25	$1.62	$58.29
5	52.00	$32.72	$14.91	$11.66	$1.50	$1.74	$62.53
6	52.00	$32.72	$14.91	$11.66	$1.75	$1.75	$62.79
7	60.00	$37.76	$14.91	$12.84	$2.00	$1.93	$69.44
8	65.00	$40.90	$14.91	$13.58	$2.25	$2.04	$73.68
9	75.00	$47.20	$14.91	$15.06	$2.75	$2.28	$82.20

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: SHEETMETAL WORKER

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
10	85.00	$53.49	$14.91	$16.53	$2.75	$2.49	$90.17

Apprentice to Journeyworker Ratio: 1:4

SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
SPECIALIZED EARTH MOVING EQUIP > 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	1/1/2026	$41.53	$16.17	$21.78	$0.00	$0.00	$79.48
	6/1/2026	$42.53	$16.17	$21.78	$0.00	$0.00	$80.48
	12/1/2026	$42.53	$16.17	$23.52	$0.00	$0.00	$82.22
	1/1/2027	$42.53	$16.77	$23.52	$0.00	$0.00	$82.82
SPRINKLER FITTER SPRINKLER FITTERS LOCAL 550 SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	1/1/2026	$72.05	$13.45	$7.45	$18.25	$0.00	$111.20

Apprentice: SPRINKLER FITTER

Effective Date: 1/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	35.00	$25.22	$13.45	$13.84	$0.00	$0.00	$52.51
2	40.00	$28.82	$13.45	$14.75	$0.00	$0.00	$57.02
3	45.00	$32.42	$13.45	$15.67	$0.00	$0.00	$61.54
4	50.00	$36.03	$13.45	$16.57	$0.00	$0.00	$66.05
5	55.00	$39.63	$13.45	$17.49	$0.00	$0.00	$70.57
6	60.00	$43.23	$13.45	$18.40	$0.00	$0.00	$75.08
7	65.00	$46.83	$13.45	$19.32	$0.00	$0.00	$79.60
8	70.00	$50.44	$13.45	$20.22	$0.00	$0.00	$84.11
9	75.00	$54.04	$13.45	$21.15	$0.00	$0.00	$88.64
10	80.00	$57.64	$13.45	$22.05	$0.00	$0.00	$93.14

Apprentice Notes

Apprentice entered prior 9/30/10:

Apprentice to Journeyworker Ratio: 1:3

STEAM BOILER OPERATOR OPERATING ENGINEERS LOCAL 4 OPERATING ENGINEERS LOCAL 4	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TELECOMMUNICATION TECHNICIAN	9/1/2025	$52.94	$13.00	$13.97	$6.98	$0.00	$86.89
TELECOMMUNICATION TECHNICIAN	3/1/2026	$53.49	$13.00	$14.23	$7.20	$0.00	$87.92
ELECTRICIANS LOCAL 103	9/1/2026	$55.02	$13.00	$14.28	$7.20	$0.00	$89.50
ELECTRICIANS LOCAL 103	3/1/2027	$55.98	$13.00	$14.31	$7.20	$0.00	$90.49
	9/1/2027	$57.50	$13.00	$14.36	$7.20	$0.00	$92.06
	3/1/2028	$58.46	$13.00	$14.38	$7.20	$0.00	$93.04

For apprentice rates and ratios see "Apprentice- ELECTRICIAN"

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 9/1/2025

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$23.82	$13.00	$0.71	$0.00	$0.00	$37.53
2	45.00	$23.82	$13.00	$0.71	$0.00	$0.00	$37.53
3	50.00	$26.47	$13.00	$13.17	$3.49	$0.00	$56.13
4	50.00	$26.47	$13.00	$13.17	$3.49	$0.00	$56.13
5	55.00	$29.12	$13.00	$13.25	$3.84	$0.00	$59.21
6	60.00	$31.76	$13.00	$13.33	$4.19	$0.00	$62.28
7	65.00	$34.41	$13.00	$13.41	$4.54	$0.00	$65.36
8	70.00	$37.06	$13.00	$13.49	$4.89	$0.00	$68.44
9	75.00	$39.71	$13.00	$13.57	$5.24	$0.00	$71.52
10	80.00	$42.35	$13.00	$13.65	$5.58	$0.00	$74.58

Apprentice: TELECOMMUNICATION TECHNICIAN

Effective Date: 3/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	45.00	$24.07	$13.00	$0.72	$0.00	$0.00	$37.79
2	45.00	$24.07	$13.00	$0.72	$0.00	$0.00	$37.79
3	50.00	$26.75	$13.00	$13.43	$3.60	$0.00	$56.78
4	50.00	$26.75	$13.00	$13.43	$3.60	$0.00	$56.78
5	55.00	$29.42	$13.00	$13.51	$3.96	$0.00	$59.89
6	60.00	$32.09	$13.00	$13.59	$4.32	$0.00	$63.00
7	65.00	$34.77	$13.00	$13.67	$4.68	$0.00	$66.12
8	70.00	$37.44	$13.00	$13.75	$5.04	$0.00	$69.23
9	75.00	$40.12	$13.00	$13.83	$5.40	$0.00	$72.35
10	80.00	$42.79	$13.00	$13.91	$5.76	$0.00	$75.46

Apprentice to Journeyworker Ratio: 1:1

TERRAZZO FINISHERS	2/1/2026	$66.89	$12.84	$15.57	$8.02	$0.00	$103.32
BRICKLAYERS LOCAL 3	8/1/2026	$69.09	$12.84	$15.57	$8.02	$0.00	$105.52
BRICKLAYERS LOCAL 3 - MARBLE & TILE	2/1/2027	$70.49	$12.84	$15.57	$8.02	$0.00	$106.92

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate

Apprentice: TERRAZZO FINISHERS

Effective Date: 2/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$33.45	$12.84	$15.57	$8.02	$0.00	$69.88
2	60.00	$40.13	$12.84	$15.57	$8.02	$0.00	$76.56
3	70.00	$46.82	$12.84	$15.57	$8.02	$0.00	$83.25
4	80.00	$53.51	$12.84	$15.57	$8.02	$0.00	$89.94
5	90.00	$60.20	$12.84	$15.57	$8.02	$0.00	$96.63

Apprentice: TERRAZZO FINISHERS

Effective Date: 8/1/2026

Step	Percent	Apprentice Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
1	50.00	$34.55	$12.84	$15.57	$8.02	$0.00	$70.98
2	60.00	$41.45	$12.84	$15.57	$8.02	$0.00	$77.88
3	70.00	$48.36	$12.84	$15.57	$8.02	$0.00	$84.79
4	80.00	$55.27	$12.84	$15.57	$8.02	$0.00	$91.70
5	90.00	$62.18	$12.84	$15.57	$8.02	$0.00	$98.61

Apprentice to Journeyworker Ratio: 1:5

TEST BORING DRILLER	12/1/2025	$51.95	$10.65	$9.75	$9.80	$0.00	$82.15
LABORERS	6/1/2026	$53.50	$10.65	$9.75	$9.80	$0.00	$83.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	$55.00	$10.65	$9.75	$9.80	$0.00	$85.20
For apprentice rates see "Apprentice- LABORER"							
TEST BORING DRILLER HELPER	12/1/2025	$48.07	$10.65	$9.75	$9.80	$0.00	$78.27
LABORERS	6/1/2026	$49.62	$10.65	$9.75	$9.80	$0.00	$79.82
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.12	$10.65	$9.75	$9.80	$0.00	$81.32
For apprentice rates see "Apprentice- LABORER"							
TEST BORING LABORER	12/1/2025	$47.95	$10.65	$9.75	$9.80	$0.00	$78.15
LABORERS	6/1/2026	$49.50	$10.65	$9.75	$9.80	$0.00	$79.70
LABORERS - FOUNDATION AND MARINE	12/1/2026	$51.00	$10.65	$9.75	$9.80	$0.00	$81.20
For apprentice rates see "Apprentice- LABORER"							
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2025	$58.62	$16.05	$13.25	$3.25	$0.00	$91.17
OPERATING ENGINEERS LOCAL 4	6/1/2026	$59.90	$16.05	$13.25	$3.25	$0.00	$92.45
OPERATING ENGINEERS LOCAL 4	12/1/2026	$61.34	$16.05	$13.25	$3.25	$0.00	$93.89
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
TRAILERS FOR EARTH MOVING EQUIPMENT	1/1/2026	$41.82	$16.17	$21.78	$0.00	$0.00	$79.77
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	$42.82	$16.17	$21.78	$0.00	$0.00	$80.77
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.82	$16.17	$23.52	$0.00	$0.00	$82.51
	1/1/2027	$42.82	$16.77	$23.52	$0.00	$0.00	$83.11

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
TUNNEL WORK - COMPRESSED AIR	12/1/2025	$60.18	$10.65	$9.75	$10.25	$0.00	$90.83
LABORERS	6/1/2026	$61.73	$10.65	$9.75	$10.25	$0.00	$92.38
LABORERS (COMPRESSED AIR)	12/1/2026	$63.23	$10.65	$9.75	$10.25	$0.00	$93.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/1/2025	$62.18	$10.65	$9.75	$10.25	$0.00	$92.83
LABORERS	6/1/2026	$63.73	$10.65	$9.75	$10.25	$0.00	$94.38
LABORERS (COMPRESSED AIR)	12/1/2026	$65.23	$10.65	$9.75	$10.25	$0.00	$95.88
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR	12/1/2025	$52.25	$10.65	$9.75	$10.25	$0.00	$82.90
LABORERS	6/1/2026	$53.80	$10.65	$9.75	$10.25	$0.00	$84.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	$55.30	$10.65	$9.75	$10.25	$0.00	$85.95
For apprentice rates see "Apprentice- LABORER"							
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/1/2025	$54.25	$10.65	$9.75	$10.25	$0.00	$84.90
LABORERS	6/1/2026	$55.80	$10.65	$9.75	$10.25	$0.00	$86.45
LABORERS (FREE AIR TUNNEL)	12/1/2026	$57.30	$10.65	$9.75	$10.25	$0.00	$87.95
For apprentice rates see "Apprentice- LABORER"							
VAC-HAUL	1/1/2026	$41.24	$16.17	$21.78	$0.00	$0.00	$79.19
TEAMSTERS JOINT COUNCIL NO. 10	6/1/2026	$42.24	$16.17	$21.78	$0.00	$0.00	$80.19
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/1/2026	$42.24	$16.17	$23.52	$0.00	$0.00	$81.93
	1/1/2027	$42.24	$16.77	$23.52	$0.00	$0.00	$82.53
WAGON DRILL OPERATOR	12/1/2025	$40.72	$10.65	$9.75	$9.11	$0.00	$70.23
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.11	$0.00	$71.67
LABORERS - ZONE 2	12/1/2026	$43.60	$10.65	$9.75	$9.11	$0.00	$73.11
	6/1/2027	$45.05	$10.65	$9.75	$9.11	$0.00	$74.56
	12/1/2027	$46.50	$10.65	$9.75	$9.11	$0.00	$76.01
	6/1/2028	$48.00	$10.65	$9.75	$9.11	$0.00	$77.51
	12/1/2028	$49.50	$10.65	$9.75	$9.11	$0.00	$79.01
For apprentice rates see "Apprentice- LABORER"							
WAGON DRILL OPERATOR (HEAVY & HIGHWAY)	12/1/2025	$40.72	$10.65	$9.75	$9.21	$0.00	$70.33
LABORERS	6/1/2026	$42.16	$10.65	$9.75	$9.21	$0.00	$71.77
LABORERS - ZONE 2 (HEAVY & HIGHWAY)	12/1/2026	$43.60	$10.65	$9.75	$9.21	$0.00	$73.21
For apprentice rates see "Apprentice- LABORER (Heavy and Highway)"							
WASTE WATER PUMP OPERATOR	12/1/2025	$59.28	$16.05	$13.25	$3.25	$0.00	$91.83
OPERATING ENGINEERS LOCAL 4	6/1/2026	$60.58	$16.05	$13.25	$3.25	$0.00	$93.13
OPERATING ENGINEERS LOCAL 4	12/1/2026	$62.03	$16.05	$13.25	$3.25	$0.00	$94.58
For apprentice rates see "Apprentice- OPERATING ENGINEERS"							
WATER METER INSTALLER	9/1/2025	$71.74	$14.32	$12.61	$8.00	$0.00	$106.67
PLUMBERS & GASFITTERS LOCAL 12	3/2/2026	$73.89	$14.32	$12.61	$8.00	$0.00	$108.82
PLUMBERS & GASFITTERS LOCAL 12	8/31/2026	$76.04	$14.32	$12.61	$8.00	$0.00	$110.97
	3/1/2027	$78.19	$14.32	$12.61	$8.00	$0.00	$113.12
	8/30/2027	$80.34	$14.32	$12.61	$8.00	$0.00	$115.27
	2/2/2028	$82.54	$14.32	$12.61	$8.00	$0.00	$117.47

Construction

Classification	Effective Date	Base Wage	Health	Pension	Annuity	Supplemental Unemployment	Total Rate
	9/4/2028	$84.74	$14.32	$12.61	$8.00	$0.00	$119.67
	3/5/2029	$86.94	$14.32	$12.61	$8.00	$0.00	$121.87
	9/3/2029	$89.14	$14.32	$12.61	$8.00	$0.00	$124.07
	3/4/2030	$91.09	$14.32	$12.61	$8.00	$0.00	$126.02

For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"

Additional Apprentice Information

All apprentices must be registered with the Division of Apprenticeship Training(DAS) in accordance with M.G.L.c. 23, §§ 11E-11L. Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the hourly prevailing wage rate established by the Commissioner under the provisions of M.G.L.c. 149, §§ 26-27D.

Apprentice ratios are established by DAS pursuant to M.G.L.c. 23, §§ 11E-11L. Ratios are expressed as the allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified. The ratios listed herein have been taken from relevant private collective bargaining agreements(CBAs) and are provided for illustrative purposes only. They have not been independently verified as being accurate or continuing to be accurate.

Parties having questions regarding what ratio to use should contact DAS.